

e-WILL / e-WASIAT WRITING SERVICES TERMS AND CONDITIONS*Last updated on 22 June 2022*

The following terms and conditions ("**e-Will / e-Wasiat Writing Services Terms And Condition**") govern the Customer's use of e-Will / e-Wasiat Writing Services (defined herein) as provided by Amanah Raya Berhad ("**ARB**") through Hong Leong Islamic Bank Berhad 200501009144 (686191-W) [**"the Bank"**] via HLB Connect Online and shall be read in conjunction with Terms and Conditions for The Use of HLB Connect ("**HLB Connect Terms**").

The Customer shall signify the understanding of the Terms and Conditions and accept responsibility for the use of the Services by clicking on the "Accept" button. The Customer should read the Terms and Conditions carefully before clicking the "Accept" button and accepting them.

DEFINITION

For the purpose of the Terms and Conditions, the following terms shall be used. Services or where no definition has been provided, the said terms shall have the meaning as may generally be accepted within the industry based on the context used herein.

"e-Will"	<i>means the Will Writing for a Non-Muslim person following subscription to the Services</i>
"e-Wasiat"	<i>means the Wasiat Writing for a Muslim person following subscription to the Services.</i>
"Basic"	<i>means the type of e-Will / e-Wasiat being offered. There are two (2) types of Will / Wasiat offered by ARB, Basic and Comprehensive. However, the Bank only offers Basic Will / Wasiat</i>
"Supporting Documents"	<i>means among others instruction to complete the Will or Wasiat i.e. application form, PDPA form, a copy of the Customer's National Registration Identification Card (NRIC) and the witnesses' NRIC and all other relevant documents that the Bank might think necessary</i>
"Customer"	<i>means the customer of the Bank who has current account / current account-i or savings account / savings account-i ("CASA / CASA-i") with the Bank, is registered for HLB Connect</i>
"Subscription"	<i>means the enrolment to the e-Will / e-Wasiat Writing Services offered via HLB Connect Online by filling in the required fields and paying the fees</i>

ELIGIBILITY

- For e-Will, the Customer must be:-
 - A Non-Muslim;
 - A person who has attained the age of eighteen (18) years (Peninsular Malaysia & Sarawak) or twenty-one (21) years and above in Sabah;
 - A person who is of sound mind;
 - A person who is acting on his/her own free will and without coercion; and
 - A person who is not prohibited to administer his/her property.

2. For e-Wasiat, the Customer must be:-
 - (a) A Muslim;
 - (b) A person who has attained the age of eighteen (18) years (Peninsular Malaysia & Sarawak) or twenty-one (21) years and above in Sabah;
 - (c) A person who is of sound mind;
 - (d) A person who is acting on his/her own free will and without coercion; and
 - (e) A person who is not prohibited to administer his/her property.

GENERAL TERMS

3. The e-Will / e-Wasiat Writing Services allows the Customer to perform online basic e-Will or e-Wasiat application.
4. The e-Will / e-Wasiat Writing Services offered is part of the Bank's HLB Connect online banking. Therefore, this e-Will / e-Wasiat Writing Services Terms and Condition shall be read in conjunction with the HLB Connect Terms.
5. The Customer must first have a valid Hong Leong Connect username and password to subscribe for the Services.
6. The Services are for the Customer's exclusive use only. The Customer is prohibited from using the Services on behalf of another person.
7. The Customer may at any time cancel the Services provided the cancellation is done prior to the payment.
8. The Bank will send the physical copy of basic Will or Wasiat document to the address keyed in by the Customer in HLB Connect Online within fourteen [14] working days from the date the Customer have completed the online submission and made the payment.
9. The Bank provides the Services in accordance with the laws in Malaysia and in particular for Muslims in accordance with Islamic principles.
10. The Customer is advised to contact the Bank, Bank's nearest branch or ARB should there be additional information or clarification required in respect of the Services
11. The Customer hereby agree and consent to the holding, collection and use of all personal data provided to the Bank by the Customer and/or acquired by the Bank from the public domain, as well as personal data that arises as a result of the provision of services to the Customer in connection with the Services in accordance with the Privacy Notice of the Bank as may be amended from time to time.

"Privacy Notice" shall mean the Bank's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank's website respectively or in such manner as the Bank deems appropriate from time to time.
12. The Customer agrees to indemnify and keep harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may incur or sustain in connection with or arising out of the Customer's breach of any of the terms and conditions of the Services.
13. While the Bank is committed to maintain high security measures to ensure transactions performed through HLB Connect Online is safe and secure, there are inherent Internet communication risks that are beyond the Bank's control. The Customer thus must be aware of such risks and hereby assumes such inherent risks when he/she performs e-Will / e-Wasiat Writing Services.

DUTIES OF THE CUSTOMER

14. Acknowledge and agree to accept the Services via the HLB Connect Online secured site in accordance with the Terms and Conditions.
15. Upon receipt of the physical Will or Wasiat from the Bank, the Customer shall:-
- (a) Read the application form and Will or Wasiat in order to confirm that all information therein is correct.
 - (b) Notify the Bank of any errors within three [3] working days to enable the Bank to provide a new Will or Wasiat. If in order, the Customer shall proceed to sign in black ink pen:-
 - (i) The Will or Wasiat application form;
 - (ii) The Will in the presence of two [2] witnesses regardless of gender and religion who are 18 years old and above;
 - (iii) The Wasiat in the presence of two [2] male Muslims / one [1] male Muslim & two [2] female Muslims / four [4] female Muslims witnesses who are 18 years old and above;
 - (iv) Ensure that the witnesses simultaneously sign as witnesses to the Customer's signature; and
 - (v) Ensure that the witnesses are not named as beneficiaries under the Will or Wasiat.
 - (c) Attach a copy of the Customer's NRIC.
 - (d) Attach a copy of the witnesses' NRIC.
 - (e) Place the duly signed and witnessed original copy of the Will or Wasiat, application form, PDPA form, copy of the Customer's NRIC and witnesses NRIC into the reply envelope provided by the Bank and send to:-
Amanah Raya Berhad
Will Administration Department
Level 10, Wisma Amanah Raya
No. 2, Jalan Ampang
50450 Kuala Lumpur.
16. Keep the duly signed and witnessed duplicate copy of the Will or Wasiat in a safe and secured place.

FEES

17. The payable fees amount for each e-Will or e-Wasiat is RM350, subject to government tax if applicable.
18. The fees paid are refundable subject to the issuance of documents to the Customer by the Bank. Thereafter, the fees paid will be non-refundable.

LIMITATIONS OF SERVICES

19. The Bank is not the executor of the Customer's e-Will or e-Wasiat.
20. The Bank does not provide advice to the Customer in relation to the e-Will or e-Wasiat details (i.e. Distribution of wealth/property, tax arising from such arrangement or legal consequences arising thereof).
21. The Bank neither holds the original Will / Wasiat nor its copy.
22. The Bank shall not be held responsible for the following:-
- (a) administration of the estate;
 - (b) verifying the identity, age, or testamentary capacity;
 - (c) verifying any information that has been provided; and
 - (d) delays or failure in the execution of Will / Wasiat.

QUERIES AND COMPLAINTS

23. Should the Customer have any queries or require any assistance in relation to these Terms and Conditions or HLB Connect, please refer to Hong Leong Bank or HLISB's Contact Centre at 03-7626 8899 or email to us at hlonline@hlbb.hongleong.com.my.



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24. The Customer shall specify the nature of the query, complaint and/or dispute and such other details or information as may be required by the Bank and such complaint and/or dispute shall be handled and/or resolved in accordance with the Bank's internal complaints and dispute resolution procedure.