

## **HONG LEONG DEBIT CARD-i TERMS AND CONDITIONS**

In consideration of Hong Leong Islamic Bank Berhad (“**the Bank**”) agreeing to provide the Cardholder with the Services and agreeing to issue the Debit Card-i including Affinity to the Cardholder at the Cardholder’s request, the Cardholder covenants and agrees that the Cardholder’s signing on the Debit Card-i, use of the Debit Card-i and/or maintaining an Account shall constitute the Cardholder’s agreement to the terms and conditions below.

These terms and conditions are to be read together as a whole with the Bank’s General Terms and Conditions of Accounts for Deposits and Islamic Banking Deposits, e-Statement and e-Tax Invoice Facility Terms and Conditions, Terms and Conditions for Hong Leong Connect Online Banking and Mobile Banking for Personal Digital Banking Services and any other relevant Account terms and conditions, as well as other rules and regulations binding on the Bank. The following definitions apply unless otherwise stated:

### **1.0 Definitions and Interpretation**

- 1.1 “**Account**” means the banking account or accounts and shall include an e-Account which the Cardholder has or may have with the Bank at any time and from time to time and shall refer to the relevant account as the context shall require.
- 1.2 “**Affinity**” means the Debit Card-i offered by a financial institution in partnership with another institution.
- 1.3 “**Annual Fee**” means fees imposed on the Cardholder on a yearly basis.
- 1.4 “**Appropriate Authority**” means any government or taxing authority.
- 1.5 “**ATM**” means the automated teller machines:
- (a) installed by the Bank or any member of the Shared ATM Network (“**SAN**”); and/or
  - (b) designated by the Bank or MasterCard;
- for the use of the Cardholder.
- 1.6 “**ATM Card Transaction**” means the use of the Debit Card-i for cash withdrawals and electronic transactions or any other card as may be approved by the Bank from time to time.
- 1.7 “**Authorised Cash Outlets**” means branch, office and/or location designated by members of the SAN and MasterCard to effect cash withdrawal.
- 1.8 “**Authorised Merchant**” means any retailer or corporation which pursuant to a Merchant Agreement agrees to accept or cause its outlets to accept the Debit Card-i for payment or pursuant to a legal arrangement with MyDebit / MasterCard agrees to accept or cause its outlets to accept the facilities offered by co-branded MasterCard for payment.

- 1.9 **“Auto Debit Transaction”** means recurring payment via the Debit Card-i for utilities, insurance or takaful charges as approved by the Bank only.
- 1.10 **“Bank”** means Hong Leong Islamic Bank Berhad 200501009144 (686191-W) and includes its successors-in-title and permitted assigns.
- 1.11 **“Business Day”** means a day on which the Bank is open for business in West Malaysia and East Malaysia, as the case may be, and on which transactions of the nature contemplated in these terms and conditions are carried out.
- 1.12 **“Cardholder”** means a Cardholder of the Bank to whom the Debit Card-i has been issued.
- 1.13 **“Card Replacement Fee”** means fees imposed on the Cardholder in the event of lost, stolen, or damaged card.
- 1.14 **“Card Transaction”** means transaction effected by the use of Debit Card-i for both local and overseas transactions; face-to-face Card Present Transaction as well as non-face-to-face Card-Not-Present Transaction and Contactless Transaction (where applicable).
- 1.15 **“Card Present Transaction”** means a Card Transaction payment where the Cardholder presents the physical Debit Card-i for the merchant’s visual examination at the time that the payment for the transaction is made. The Card Present Transaction includes and is not limited to cash withdrawal at ATM and retail purchase.
- 1.16 **“Card-Not-Present Transaction”** means a Card Transaction payment where the Cardholder does not or cannot physically present the Debit Card-i for the merchant’s visual examination at the time that the payment for the transaction is made. The Card-Not-Present Transaction includes and is not limited to Auto Debit Transaction, MOTO and online transaction.
- 1.17 **“Current Balance”** means the most recent balance or cash available in the Cardholder’s Savings Account-i or Current Account-i.
- 1.18 **“Cash Withdrawal Fee”** means fees imposed on the Cardholder for successful cash withdrawal from ATM.
- 1.19 **“Contactless Transaction”** means a fast and easy payment method that uses near-field communication (“NFC”) technology for making payment by tapping / waving the Debit Card-i over a secured reader.
- 1.20 **“Daily Cash Withdrawal Limit”** means the daily maximum permissible limit prescribed by the Bank in respect of cash withdrawals through the ATM.
- 1.21 **“Daily Retail Purchase Limit”** means the daily maximum permissible Retail Purchase Limit prescribed by the Bank in Clause 11.3 of these terms and conditions.
- 1.22 **“Daily Transfer Limit”** means the daily maximum permissible limit prescribed by the Bank in respect of fund transfer via ATM and/or Hong Leong Connect.
- 1.23 **“DCC”** means Dynamic Currency Conversion, an optional service offered by certain overseas merchants or available for certain Overseas Transaction as defined in Clause 19.1 (including ATM

Card Transactions), which provides a choice to pay / withdraw cash in Ringgit Malaysia (including Card Transactions quoted in foreign currency), as elaborated in Clause 19.

- 1.24 **“Debit Card-i”** means the Hong Leong Islamic MyDebit / MasterCard Debit Card-i issued by the Bank.
- 1.25 **“e-Account”** means an account without passbook, accessible by the Cardholder through remote access via Hong Leong Connect or any other portal, website, network as may be notified by the Bank.
- 1.26 **“Fee”** means fees payable at application, yearly or such other intervals as may be determined by the Bank, by the Cardholder for the utilisation of the Services which shall be debited from the Account on each anniversary date of the issuance of the Debit Card-i and shall also include all other fees, service charges, commissions and other payments charged by the Bank under these terms and conditions. Subject to Shariah principles and relevant guidelines, the Bank reserves the right to vary the Fee by giving **twenty-one (21)** calendar days’ prior notice to the Cardholder.
- 1.27 **“Generic Cardholder”** means non-Priority Banking Cardholder.
- 1.28 **“Good Thru Date”** means the expiry date printed on the Debit Card-i.
- 1.29 **“Hong Leong Connect”** means the available Internet Banking channel for the Cardholder to perform online banking transactions and access transactional history via Mobile Banking App or [www.hlisb.com.my](http://www.hlisb.com.my) (**“Bank’s Website”**).
- 1.30 **“Joint Accountholders”** means any Account that is in **two (2)** or more joint names or has **two (2)** or more authorised signatories.
- 1.31 **“MasterCard”** means MasterCard®, a membership corporation organised under the laws of the State of Delaware, United States of America.
- 1.32 **“MCCS”** means Malaysian Chip Card Specification, a Chip and PIN specification for domestic Debit Card-i.
- 1.33 **“MCF Enabled Account”** means the Account of the Cardholder where the MCF has been enabled, which may include a Retail Purchase Account.
- 1.34 **“MEPS”** means Malaysian Electronic Payment System Sdn. Bhd., an interbank network service provider in Malaysia.
- 1.35 **“Merchant Agreement”** means agreement signed between the Authorised Merchant and the Bank.
- 1.36 **“Monthly Statement Fee”** means fees per month imposed on the Cardholder for the monthly printed Statement.
- 1.37 **“MOTO”** means Mail Order Telephone Order which is a type of Card-Not-Present Transaction where the Services are concluded and paid via telephone, mail, facsimile or email.

- 1.38 **“Multi-Currency Feature”** or **“MCF”** means the foreign currency stored within an Account approved by the Bank for MCF which allows the Cardholder to, amongst others:
- (a) hold foreign currencies approved by the Bank from time to time;
  - (b) perform Overseas Transactions in the foreign currency selected by the Cardholder;
  - (c) convert one foreign currency to another foreign currency in the Cardholder’s MCF Enabled Account via the Bank’s branches or Hong Leong Connect.

For the avoidance of doubt, MCF is only available for MCF Enabled Account held by a single individual Accountholder. The latest available foreign currencies approved for MCF is available at the Bank’s Website.

- 1.39 **“MyKad”** means the card issued to the Cardholder by the Malaysian National Registration Department to identify and verify the identity of the Cardholder.
- 1.40 **“MyDebit”** means a card payment scheme that allows Cardholder to make payment for the purchase of goods and/or services by debiting directly from the Cardholder’s Retail Purchase Account.
- 1.41 **“Online Purchase Limit”** means the transaction limit applicable to the Card Transactions effected online via the Internet.
- 1.42 **“Petrol Purchases”** means all transactions made with the Debit Card-i for the purchase of petrol and any other purchases made at the petrol kiosks.
- 1.43 **“PIN”** means the Cardholder’s Personal Identification Number either issued by the Bank to the Cardholder or selected by the Cardholder at any of the Bank’s branches in accordance with the application procedures on ATM Services and includes changes on same day made by the Cardholder as the case may be, from time to time.
- 1.44 **“Posting Date”** means the date on which any Card Transaction is debited to the Cardholder’s Account.
- 1.45 **“POS Terminal”** means a Point of Sale Terminal, an electronic device used to process card payments at retail locations.
- 1.46 **“Priority Banking Cardholder”** means Cardholder with Priority Banking status acknowledged by the Bank.
- 1.47 **“Primary Cardholder”** means the first individual that appears as an Accountholder / Cardholder.
- 1.48 **“Privacy Notice”** means 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 or in such manner as the Bank deems appropriate from time to time.
- 1.49 **“Retail Purchase Limit”** means the transaction limit applicable to the Card Transactions including Contactless Transaction effected at retail outlets, or any other outlets where the Debit Card-i can be accepted for payment.

- 1.50 **“Retail Purchase Account”** means an Account linked to a Debit Card-i to make Retail Purchase Transaction.
- 1.51 **“Retail Purchase Transaction”** means transaction effected on the Debit Card-i at the Authorised Merchant where the Debit Card-i can be accepted for payment locally and overseas including Online Purchases, Touch 'n Go auto-reload, Petrol Purchases and auto-billing / recurring transaction. Retail Purchase Transaction excludes cash withdrawal, fund transfer, annual fee payment and other Services / miscellaneous fee payment as defined by the Bank from time to time with prior notice.
- 1.52 **“Sales Draft Retrieval Fee”** means the fee imposed to the Cardholder when the Cardholder requests for the sales draft issued by the Authorised Merchant from the Bank. The fee is also applicable during investigation of dispute cases when the Cardholder requires witnessing the relevant sales draft.
- 1.53 **“Security Codes”** means the security codes given by the Bank to the Cardholder for access to the respective Services comprising of the PIN (for ATM Services), TPIN (for Phone Banking Services, mobile banking which are accessed via electronic channels), IPIN (for Hong Leong Connect), TAC (for Hong Leong Connect), and includes any other user name, password, personal identification number, digital certificate or any other security codes as the Bank may issue from time to time for access to all or any of the Services and reference to the term “Security Codes” shall mean the security code or codes relevant to the respective Services as the context shall require.
- 1.54 **“Services”** means the services provided by the Bank to facilitate the Card Transaction, Contactless Transaction, Chip and PIN transaction, Phone Banking, Bill Payment Services or any other electronic, digital, visual, video or other such new or additional services offered by the Bank from time to time to enable the Cardholder to perform banking and other transactions and such Services may be supplemented, varied or withdrawn by the Bank at any time and from time to time by giving **twenty-one (21)** calendar days' prior notice.
- 1.55 **“Shared ATM Network”** means the banks and financial institutions participating in the Shared ATM Network managed by Payments Network Malaysia Sdn. Bhd.
- 1.56 **“Shariah-compliant Goods and Services”** means goods and services that are acceptable and in accordance with Shariah.
- 1.57 **“Standing Instruction”** means payment via the Debit Card-i or the Cardholder's Account for mortgage / property financing, loan repayment / financing payment, credit card repayment or other financing payment purposes which are initiated through the Bank's branches.
- 1.58 **“Statement”** means a statement of account reflecting the transactions effected using the Debit Card-i.
- 1.59 **“Tax”** means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any fines or penalties in respect thereof.
- 1.60 **“Transaction Date”** means the date on which any Retail Purchase Transaction is effected using the Debit Card-i at the Authorised Merchant where the Debit Card-i can be accepted for payment.

- 1.61 “**Transaction Receipt**” means the relevant payment slips, forms or papers supplied to/by the Bank, to/by the Authorised Merchants or generated by the ATM for the purpose of recording, confirming and evidencing purchases or other transactions performed by the Cardholder through the use of the Debit Card-i to be charged and debited from the Account or the confirmation provided to the Cardholder for financial transactions incurred via Hong Leong Connect.
- 1.62 Words importing the singular shall include plural number and vice versa.

## **2.0 Responsibilities of the Cardholder**

- 2.1 By signing on the Debit Card-i, using the Debit Card-i and/or maintaining the Account, the Cardholder agrees to authorise the Bank to appropriately operate his/her Account, including onward appointment of third party as and when necessary, for the purpose of provision of the Services in accordance with and agrees to be fully bound by the terms and conditions set out herein and as may be varied by the Bank from time to time by giving notice **twenty-one (21)** calendar days. Notice of such variation or amendment will be communicated to Cardholders.
- 2.2 The Cardholder shall take all precautions to ensure and prevent unauthorised, fraudulent and unlawful use of the Services or any part of them and the Cardholder’s Security Codes including but not limited to the following:
- (a) That the Security Codes must be kept secret and the Security Codes once received by the Cardholder must be changed immediately after the Cardholder has received and read them and may only be used by the Cardholder and no one else. If a Security Code is not issued to the Cardholder, the Cardholder will be advised to create his/her own Security Code as a condition for access to the Services.
  - (b) That no one other than the Cardholder has access or is able to have access to the Security Codes to enable him/her to carry out any transactions through any of the Services and the Security Codes are not written down in any form or manner including but not limited to unsolicited emails or on any website other than the official Bank’s Website which may be deciphered by third party or kept together or disclosed or exposed to any person (including the employees of the Bank) under any circumstances or at any time.
  - (c) The Cardholder must not disclose the Security Codes to any person under any circumstances or by any means whether voluntarily or otherwise and must take all care to prevent the Security Codes from becoming known to any other person. The Cardholder understands and agrees that failure to comply with this requirement may expose the Cardholder to the consequences of theft and/or unauthorised use of the Debit Card-i, for which the Bank will not be liable. The Cardholder must report a breach of Security Codes or the loss of Security Codes to the Bank as soon as reasonably practicable, upon the Cardholder becoming aware of the breach or loss respectively. The Cardholder hereby undertakes to indemnify the Bank and to hold the Bank free from all claims and liabilities from all parties whomsoever, arising from such unauthorised use.
  - (d) That the Account balances, Statement of any Account and Card Transactions are regularly and carefully checked and monitored by the Cardholder and are checked each time prior

to issuing any instruction to the Bank. The Cardholder shall immediately inform the Bank of any unauthorised, fraudulent, unlawful transaction, error or discrepancy in the Account.

- (e) The Cardholder shall ensure that there are sufficient funds available in the Account to perform any of the Card Transactions by the Cardholder.
- (f) The Cardholder will create their own PIN and Telephone PIN (“**TPIN**”) at the Bank’s ATM for the purpose of effecting ATM transactions or electronic transactions. The Cardholder undertakes not to disclose the PIN and/or TPIN to any third party and shall be liable to the Bank for any debit entry in the Account with the Bank arising from any unauthorised Card Transactions.
- (g) To effect a purchase using the Debit Card-i at any Authorised Merchant, the Cardholder may authorise the Card Transaction by:
  - (i) signing on the Transaction Receipt prepared by the Authorised Merchant;
  - (ii) inserting PIN at the POS Terminal; or
  - (iii) performing Contactless Transaction.

The Bank’s receipt of the Transaction Receipt or any return document with the Cardholder’s signature (where applicable) shall form binding and conclusive proof that the Card Transaction and the amount recorded thereon were properly incurred and the Cardholder shall be bound by such transaction incurred in accordance with these terms and conditions. In the event of purchases or usages of the Debit Card-i are made via online transactions or non-signature based transactions including and not limited to petrol purchases, the Cardholder agrees that confirmation receipts and/or acceptance issued by any Authorised Merchant or its affiliates for such transactions shall be deemed satisfactory documentary evidence as use and the Cardholder must adhere to these terms and conditions.

- (h) Notwithstanding the provision set out in Clause 2.2(g) above, the signature / PIN shall not be the only condition precedent to the liability of the Cardholder in respect of Services supplied, and the Cardholder shall be liable for Card Transactions if the Bank is of the opinion, based on satisfactory documentary evidence, that the non-execution of the signature or the omission of a signature / PIN insertion is due to the nature and/or mode of the transaction used or due to an oversight on part of the Cardholder and/or Authorised Merchant and MyDebit / MasterCard member bank.
- (i) The Cardholder shall comply with all requirements, directions, instructions and guidelines for use of the Debit Card-i issued by the Bank from time to time in respect of all Services to the Cardholder.
- (j) The Cardholder agrees to sign his/her Debit Card-i on the reverse of the Debit Card-i as soon as he/she receives it and before using it, as a means of preventing unauthorised use of the Debit Card-i.
- (k) The Debit Card-i is valid only up to the Good Thru Date. The Cardholder shall ensure that as soon as the Debit Card-i expires, it is destroyed, by cutting it diagonally in half and to

return it to the Bank for replacement of Debit Card-i. The Bank will mail a renewal letter to the Cardholder to inform the Cardholder to proceed to the nearest branch or any of the Bank's branches for Card replacement. The renewal letter to the Cardholder will be mailed out **thirty (30)** calendar days prior to the Good Thru Date.

- (l) The Debit Card-i shall not be used after its cancellation, expiry, or withdrawal or upon the Cardholder ceasing to be the Bank's Cardholder.
- (m) The Cardholder shall not use the Debit Card-i for withdrawal of cash, payment or fund transfer unless there are sufficient funds in the Account. Any withdrawal of cash, payment or fund transfer shall be rejected if there are insufficient funds in the Account.
- (n) In the event of insufficient funds in the Account and the Cardholder does not have any cashline facility or any other standby credit line, all Card Transactions at the Authorised Merchant will be rejected.
- (o) The Cardholder agrees not to use the Debit Card-i for any unlawful activity. If the Bank finds, suspects or has reasons to believe that the Debit Card-i has been used for any unlawful activity, the Bank may take any action considered appropriate to meet any obligation in connection with the prevention of any unlawful activity including but not limited to fraud, money laundering, terrorist activity / financing, bribery, corruption and/or tax evasion.
- (p) Where the Cardholder designates the Savings Account-i or the Current Account-i as the Retail Purchase Account, the Cardholder acknowledges and agrees that the Debit Card-i shall not be used for any Shariah non-compliant activities or purposes specified in Clause 12.1 below and which may result in the transaction being rejected.
- (q) The Cardholder hereby represents and warrants that the Cardholder has obtained the consent of all persons named in the Cardholder's application for the Account(s) or such other document submitted to the Bank in support of such application and/or their authorised representatives, including but not limited to the Cardholder's directors, shareholders, authorised signatories or such other persons as specified by the Bank ("**Relevant Data Subjects**"), for the Bank's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Notice as may be amended from time to time.
- (r) In the event the Cardholder replaces his/her Debit Card-i with a new Debit Card-i due to lost / stolen / renewal or any other reasons, the Cardholder is responsible to inform / update all relevant Authorised Merchants which he/she subscribed for the auto debit / direct debit transactions of the new Debit Card-i number to avoid transaction being rejected.
- (s) Cardholder hereby agrees and consents to the holding, collection and use of all personal data provided to the Bank by the Cardholder 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 Cardholder in connection with the Account(s) in accordance with the Privacy Notice of the Bank as may be amended from time to time.
- (t) The Cardholder who wishes to opt-out from the sharing of his/her personal data within the Bank's, Hong Leong Bank Berhad 193401000023 (97141-X) and/or Hong Leong Financial Group Berhad 196801000439 (8024-W) group of companies for marketing and



promotional purposes is required to visit any of the Bank's branches or call the Bank's Contact Centre at **03-7626 8899** to register his/her instruction to opt-out of the said sharing.

- (u) The Cardholder shall promptly inform the Bank of any change in the Cardholder's contact and/or personal details whether in writing, by visiting the any of the Bank's branches or calling the Bank's Contact Centre at **03-7626 8899**.
- (v) The Bank does not represent nor warrant that the use of the Debit Card-i will not be without disruption, interruption or error. Save and except where it arises directly from the Bank's wilful default or gross negligence, the Bank shall not be held liable for any loss, damage, inconvenience, embarrassment, cost or expense of any nature which in any way may be suffered or incurred by the Cardholder or by any other person in respect of or in connection with the use of the Services and the Cardholder shall have no claims against the Bank if the Card Transactions and/or Contactless Transactions are not accepted or honoured by any Authorised Merchants or for any reason whatsoever.
- (w) The Cardholder acknowledges and agrees that the use of the Debit Card-i or performance of Card Transaction and/or Contactless Transaction is at the absolute risk of the Cardholder. The Bank shall not be liable for any damage and/or loss suffered in connection with the use of the Debit Card-i or performance of Card Transaction and/or Contactless Transaction for goods or services supplied by any Authorised Merchant or the quality or the performance of any goods or services pursuant to or in relation to any transaction made on the Debit Card-i. The Cardholder shall resolve directly with the Authorised Merchant for any complaint arising out of such Card Transaction and/or Contactless Transaction.
- (x) The Cardholder shall ensure that if the Cardholder has more than **one (1)** card or payment instrument with contactless technology, i.e. payment instruments with the ability to perform Contactless Transaction, the Cardholder shall ensure that such cards are kept separately from the Debit Card-i to avoid collision transaction which would result in both cards being debited for the amount of the relevant transaction.
- (y) The Cardholder shall ensure that all Card Transactions (including Overseas Transactions) adhere to the Foreign Exchange Notices ("**FE Notices**"). Cardholder is advised to read and understand the FE Notices from Bank Negara Malaysia's ("**BNM**") website at [www.bnm.gov.my](http://www.bnm.gov.my) to ensure that all activities performed using the Debit Card-i comply with FE Notices at all times.

### **3.0 Contactless Transaction**

3.1 There are **two (2)** types of Contactless Transactions which are:

- (a) MCCS Contactless – a Contactless payment method via MyDebit network that can be performed at any POS Terminal which displays MCCS Contactless logo; and
- (b) MasterCard Contactless – a Contactless payment method via MasterCard network that can be performed at any POS Terminal which displays MasterCard Contactless logo.

3.2 Each Contactless Transaction is capped at **Ringgit Malaysia Two Hundred Fifty (RM250)** per transaction ("**Contactless Transaction Limit**") with a cumulative Contactless Transaction limit of

**Ringgit Malaysia Eight Hundred (RM800)** only or such other limit as may be set by the Cardholder at any time and from time to time in accordance with Clause 3.3 herein (“**Cumulative Contactless Transaction Limit**”). In the case where the Contactless Transactions have either exceeded the Contactless Transaction Limit for each Contactless Transaction and/or have reached the Cumulative Contactless Transaction Limit, the Cardholder will be required to key in the PIN at the POS Terminal before the Cardholder will be able to proceed with the transaction, upon which the Cumulative Contactless Transaction Limit will be reset.

- 3.3 The Cardholder may set their preferred Cumulative Contactless Transaction Limit from RM0 up to RM800 via any of the Bank’s branches nationwide. If a Cardholder does not wish to utilise the Contactless Transaction functionality, the Cumulative Contactless Transaction Limit should be set to **zero, i.e. RM0**.
- 3.4 The Cardholder’s Cumulative Contactless Transaction Limit is a subset of the Cardholder’s retail purchase limit. The Cumulative Contactless Transaction Limit can therefore never be greater than the retail purchase limit set by the Cardholder. If the Cardholder’s retail purchase limit is less than the Cumulative Contactless Transaction Limit, the Cardholder’s Cumulative Contactless Transaction Limit will automatically be defaulted to the retail purchase limit. For instance, if a Cardholder sets his retail purchase limit to RM0, his Cumulative Contactless Transaction Limit will be RM0, i.e. the Contactless Transaction function will be switched off.

#### **4.0 Cardholders’s Statement**

- 4.1 The Statement will be incorporated in the passbook / statement of the Cardholder’s designated Savings Account-i or Current Account-i and the Cardholder can view his/her Statement for free via Hong Leong Connect which consists, amongst others, the Card Transactions and Posting Date of the Card Transactions performed by the Cardholder for the relevant period stated.
- 4.2 Upon request by the Cardholder, printed monthly Statement will be sent to the Cardholder’s last known mailing address in the Bank’s records. A service charge will be charged and debited to the Account. The printed monthly Statement shall indicate all the Card Transactions, Posting Date and Transaction Date for the relevant month. The Cardholder may request for an ad hoc printed Statement and the Bank shall levy a service fee of:
- (a) **Ringgit Malaysia Ten (RM10)** plus **Ringgit Malaysia Two (RM2)** per page for Statement up to **one (1)** year ago; or
  - (b) **Ringgit Malaysia Ten (RM10)** plus **Ringgit Malaysia Five (RM5)** per page for Statement more than **one (1)** year ago;

per request. No service fee is levied for Savings Account-i statement.

- 4.3 The records and entries in the Account with the Bank which appears on the monthly Statement shall be deemed to be correct and binding on the Cardholder unless written notice to the contrary is given to the Bank by the Cardholder within **fourteen (14)** calendar days after the receipt of the Statement.
- 4.4 If the Cardholder for any reason whatsoever does not, within **fourteen (14)** calendar days, notify the Bank in writing of any error in the Statement, then the Cardholder shall be deemed to have

accepted the records and entries in the Statement as correct, final and conclusive. The Statement shall be considered conclusive and binding on the Cardholder and the Cardholder's legal representatives and successors and be precluded from making any claims against the Bank by alleging that the Statement is erroneous.

- 4.5 Upon receipt by the Bank of such written notice duly given by the Cardholder within the stipulated time, the Bank shall look into the Account to make the necessary adjustments and rectifications, if any. Any money due to or from the Cardholder shall be credited or debited into the Account respectively.
- 4.6 Only Card Transactions which have been duly verified by the Bank shall appear in the Statement of the Account of the Cardholder.
- 4.7 The Cardholders may also obtain the record of last **ten (10)** Savings Account-i or Current Account-i transactions via ATM. In the ATM transaction slip generated by the ATM, all Retail Purchase Transactions are represented by the **three (3)**-alphabet word "**POS**".

## **5.0 Joint Accountholders**

- 5.1 For Joint Accountholders, either one of the accountholders may issue instructions and authorise the Bank to effect any Card Transactions on a joint account. All Card Transactions arising shall be binding on all accountholders, who are jointly and severally liable. The mandate of a joint accountholder shall not be revoked until and unless the joint accountholder whose mandate is to be revoked surrenders his/her Debit Card-i to the Bank.

## **6.0 Hold On Account**

- 6.1 The Bank may debit or place a hold on the Retail Purchase Account for the amount of the Card Transaction either on the day it is presented to the Bank for payment or on the day the Bank receives notice of the Card Transaction, whichever is earlier.
- 6.2 The Hold On Account is applicable for all retail transactions made at petrol stations, hotels and hospitals. If an Authorised Merchant requests for an authorisation of any Card Transaction, the Bank may place a hold on the Retail Purchase Account for the amount of the Card Transaction. The balance available to the Cardholder for use in the Account shall be reduced by the amount on hold.
- 6.3 For the avoidance of doubt, in the case of Petrol Purchases by the Cardholder at automated fuel dispensers at petrol stations, a pre-authorised amount of **Ringgit Malaysia Two Hundred (RM200)** ("**Pre-Authorisation Amount**") will be held by the Bank in the Retail Purchase Account of the Cardholder up to **three (3)** Business Days or such other period as may be notified by the Bank. The Pre-Authorisation Amount will be placed in the Hold On Account by the Bank and upon the Bank receiving proof of the actual transaction amount from the Authorised Merchant, the Bank shall release the Pre-Authorisation Amount and debit the actual transaction amount to the Retail Purchase Account of the Cardholder.
- 6.4 The Cardholder may not stop payment on a Card Transaction. For avoidance of doubt, it is hereby stated that the Bank's right to debit the Retail Purchase Account in respect of any Card Transaction shall not be limited to the amount that was placed on hold in connection with the Card Transaction,

and the Bank shall be entitled to debit the Retail Purchase Account for the full amount of the Card Transaction. The Bank shall have the right to increase the amount that it would hold in respect of any Card Transaction which is denominated in a currency other than Ringgit Malaysia if the Bank is of the view that the amount initially held when converted into that foreign currency would not be sufficient to pay that Card Transaction in full.

- 6.5 The Bank shall have the discretion to place such amount on hold for up to **twenty one (21)** Calendar Days or for such period as it deems fit. The Bank shall debit the amount on hold to the Retail Purchase Account when the corresponding Card Transaction is presented to the Bank for payment. The Bank shall release the amounts on hold if the corresponding Card Transaction is not presented to the Bank for payment within such periods as the Bank deem fit. The Cardholder further expressly agrees that the Bank shall have the right to place a hold back onto the Retail Purchase Account and to debit the Retail Purchase Account if the Card Transaction is likely to be or is presented for payment subsequently by the Authorised Merchant upon expiry of the **fourteen (14)** Business Days. The Cardholder agrees that all receipts forwarded by the Authorised Merchant for the Card Transaction via Transaction Receipts including confirmation receipts and acknowledgement shall be deemed final and conclusive evidence of usage by the Cardholder.
- 6.6 The Cardholder shall not use any of the amounts on hold, notwithstanding any other terms and conditions governing the Retail Purchase Account.
- 6.7 The Bank will only credit the Retail Purchase Account with refunds made by any Authorised Merchant or establishment in relation to any retail purchase / online purchase transactions after the Bank receives a properly issued credit voucher. Such refunds shall include but are not limited to the Cardholder returning the items to the retail outlet after purchase.

## **7.0 Ownership and Loss or Theft of Debit Card-i**

- 7.1 The Cardholder shall use all precautions to prevent the loss and/or theft of the Debit Card-i and the Cardholder shall not leave the Debit Card-i unattended nor disclose the Debit Card-i PIN and/or details to any third party. In the event of loss and/or theft of the Debit Card-i and/or disclosure of the PIN and/or details to any unauthorised person, the Cardholder shall immediately upon the discovery of such event notify the Bank (if the event occurred in Malaysia) or any member of MasterCard or its nearest affiliates (if the event occurred overseas) by telephone, telegram, facsimile or email and confirm the same in writing to the Bank accompanied by a police report. The Cardholder fully understands that failure to take reasonable care and precaution in the safekeeping of the Debit Card-i may expose the Cardholder to the consequences of theft and/or unauthorised use of the Debit Card-i.
- 7.2 The Bank shall be entitled to act on telephone instructions received by the Bank from the Cardholder and/or the Cardholder's authorised representative (if applicable and as the case may be) ("**Authorised Person**") in good faith and in accordance with its normal operations. In connection herewith, the Bank shall not be liable for acting on the telephone instructions which are given by such Authorised Person regardless of the circumstances prevailing at the time of such instructions.
- 7.3 In the event of loss / theft and if subsequent to the loss / theft, the Debit Card-i is used by any unauthorised person for any Card Transactions, the Cardholder agrees that the Cardholder shall be liable to the Bank for all unauthorised charges incurred including financial charges for any goods

or services supplied by the Authorised Merchants, effected through the use of the Debit Card-i by the said unauthorised person until the date of receipt by the Bank of the Cardholder's written notification specified in Clause 7.1 above and subject to the terms of Clause 7.4 herein.

The Cardholder agrees to authorise the Bank to dishonour the abovementioned original Debit Card-i in the event that same is presented to the Bank for payment and the Cardholder undertake to return to the Bank the original Debit Card-i when it is found unless the Cardholder has failed to inform the Bank of the lost Debit Card-i as soon as reasonably practicable after having found that the Debit Card-i is lost or stolen.

In consideration of the Bank issuing the Cardholder a replacement of the original Debit Card-i, save and except for damages arising directly from the Bank's wilful default or gross negligence, the Cardholder agrees to hold the Bank free from liability and indemnify the Bank from and against all claims, demands, losses, damage, cost, charges and expenses which the Bank may incur and be liable in the event of the original card is used or dealt with in any way now or at any future time or in consequence of the Bank issuing the Cardholder the replacement Debit Card-i at the Cardholder's request for which the Bank may debit the Account and/or set off such sum from any account standing in credit in the Cardholder's name.

This shall bind the Cardholder or Cardholder representative, successor-in-title and assigns.

- 7.4 After the Bank has received notification in the manner stipulated in Clause 7.1 above of the loss / theft of the Debit Card-i from the Cardholder and if any unauthorised transactions have been made on the Debit Card-i, Cardholder will not be liable for the unauthorised transactions and the Cardholder will not be liable for losses incurred that result from unauthorised transactions that occur after the Cardholder has notified the Bank that his/her card has been misused, lost or stolen or that the security of the Debit Card-i and/or PIN has been breached unless the Bank is able to prove that the Cardholder has acted fraudulently or unlawfully or has failed to inform the Bank of the lost Debit Card-i as soon as reasonably practicable after having found that the Debit Card-i is lost or stolen. If investigation discloses that the Cardholder is involved in the incurring of any unauthorised charges, the Cardholder shall be liable for all the unauthorised charges incurred, including financial charges, whether before or after the Bank's receipt of such written confirmation. For the avoidance of doubt, unauthorised transactions stated above shall mean transactions of retail purchases and not ATM transactions. ATM transactions will encompass both withdrawals and interbank money transactions performed with the Debit Card-i. It is expressly agreed that the Bank is not under a duty to ensure that the Current Balance prescribed by the Bank is not exceeded.
- 7.5 Notwithstanding Clause 7.4 above, the cardholder will be liable for PIN-based unauthorised transaction if he/she has:
- (a) acted fraudulently;
  - (b) delay in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of his/her Debit Card-i;
  - (c) voluntarily disclosed his/her PIN to another person; or
  - (d) record his/her PIN on the Debit Card-i, or on anything kept in close proximity with his/her Debit Card-i.

- 7.6 Notwithstanding Clause 7.4 above, the cardholder will be liable for unauthorised transaction which requires signature verification or with contactless card, if he/she has:
- (a) acted fraudulently;
  - (b) delay in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of his/her Debit Card-i;
  - (c) left his/her Debit Card-i or an item containing his/her Debit Card-i, unattended in places visible and accessible to others; or
  - (d) voluntarily allow another person to use his/her Debit Card-i.
- 7.7 The Bank may, at the request of the Cardholder, but without being obliged in law, replace the lost, stolen or damaged Debit Card-i upon payment of a fee. The replacement of the Debit Card-i shall be subject to the clauses in these terms and conditions as if it was the original Debit Card-i.
- 7.8 The Cardholder shall return the Debit Card-i to the Bank cut in half immediately upon its expiry or when demanded by the Bank upon cancellation, revocation or suspension by the Bank or upon discovery of the Debit Card-i after notification of its loss, stolen or damaged and shall not have any further right of use of the Debit Card-i.

## **8.0 Termination by the Cardholder**

- 8.1 The Cardholder may at any time terminate the use of the Debit Card-i by written notice to the Bank and returning the Debit Card-i cut in half to the Bank. No refund of the Fee or any part thereof will be made to the Cardholder and the Cardholder shall be and remain liable for any transaction effected through the use of the Debit Card-i prior to the receipt by the Bank of such written notice of termination and return of the Debit Card-i cut in half to the Bank.

## 9.0 Fees, Commissions and Charges

- 9.1 The Bank shall be entitled to impose Fees for the Services including but not limited to the issuance of Debit Card-i, the printed monthly Statement, Card Replacement Fee, Cash Withdrawal Fee via MEPS network, MasterCard Cirrus terminals and International Banks, Sales Draft Retrieval Fee and Annual Fees. Notwithstanding the imposition of such Fees, transactions carried out through the Services will be charged the usual charges and commissions. For the purpose of collecting such Fees, commissions and/or charges, the Cardholder agrees to authorise the Bank to debit the Account with such Fees, commissions and/or charges. In the event that the Cardholder does not authorise the Bank to debit the Account with such Fees, commissions and/or charges, the Cardholder agrees that any such failure of payment of Fees, commissions and/or charges for the Services may affect the Services provided until all such Fees, commissions and/or charges have been duly paid by the Cardholder.
- 9.2 The Cardholder agrees to pay all Fees, commissions and/or charges incurred in this clause and authorise the Bank to debit the Account, at any time notwithstanding that such debiting may cause the Account to be overdrawn. The following Fees, commissions and/or charges is imposed at the following rate or such other rate as the Bank, subject to Shariah principles and relevant guidelines, may vary from time to time by giving **twenty-one (21)** calendar days' prior notice to the Cardholder for transactions effected by use of the Debit Card-i. For the full list of fees and charges, please visit our website at [www.hlisb.com.my/dci1](http://www.hlisb.com.my/dci1). Or scan here



- 9.3 Annual Fee is not chargeable on the issuance of the Debit Card-i and it will only be charged on the anniversary date. The Annual Fee may be varied by the Bank, subject to Shariah principles and relevant guidelines, from time to time. The Annual Fee shall not be refunded.
- 9.4 The replacement Debit Card-i shall be subject to the terms and conditions herein as if it was the original Debit Card-i.

## **10.0 Government Taxes, Statutory and/or Regulatory Fees and Charges**

- 10.1 The Fee and all other monies to be paid by the Cardholder to the Bank under these terms and conditions, including any amount representing reimbursements to be paid by the Cardholder to the Bank is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- 10.2 In the event the Cardholder is required by law to make any deduction or withholding from the Fee and/or all other monies payable to the Bank under these terms and conditions in respect of any Tax or otherwise, the sum payable by the Cardholder in respect of which the deduction or withholding is required shall be increased so that the net Fee and/or the net amount of monies received by the Bank is equal to that which the Bank would otherwise have received had no deduction or withholding been required or made.
- 10.3 The Cardholder shall in addition to the Fee and all other monies payable, pay to the Bank all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Bank to cover any Tax payment / liability / obligation in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Tax which may be required under any law to be paid by the Cardholder directly to any Appropriate Authority, which the Cardholder shall remit directly to the Appropriate Authority.
- 10.4 If at any time an adjustment is made or required to be made between the Bank and the relevant Appropriate Authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these terms and conditions by the Bank, a corresponding adjustment may at the Bank's discretion be made as between the Bank and the Cardholder and in such event, any payment necessary to give effect to the adjustment shall be made.
- 10.5 All Tax as shall be payable by the Cardholder to the Bank as herein provided shall be paid at such times and in such manner as shall be requested by the Bank.
- 10.6 The Cardholder hereby agrees to do all things reasonably requested by the Bank to assist the Bank in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions, the Cardholder agrees to provide its fullest cooperation to the Bank in assisting the Bank in complying with its obligations under the relevant laws.
- 10.7 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these terms and conditions has been



determined without regard to and does not include amounts to be added on under this clause on account of Tax.

## 11.0 Limits on Card Transaction

- 11.1 Unless otherwise instructed by the Cardholder or in the absence of the Cardholder electing a limit to the carrying out of transactions through the Services, the Bank shall be entitled to determine and impose any limit whether in amount, frequency and use of or otherwise of any of the Services and/or Security Codes. The Cardholder may vary the limits on the Card Transactions carried out by giving prior notice in writing to the Bank. The Bank is not bound to ensure that the Cardholder does not exceed such limits nor is the Bank bound to comply with the Cardholder's request to vary the limits
- 11.2 The Daily Cash Withdrawal Limit for Generic and Priority Banking Cardholder is defaulted at **Ringgit Malaysia Two Thousand (RM2,000)**, with a maximum allowable limit of **Ringgit Malaysia Ten Thousand (RM10,000)** for Generic Priority Banking Cardholders, or such other limit determined by the Bank from time to time by giving **twenty-one (21)** calendar days' prior notice to the Cardholder. The Cardholder can perform the Daily Cash Withdrawal Limit setting at any of the Bank's branches or ATMs or via Hong Leong Connect.
- 11.3 The Daily Retail Purchase Limit for Generic and Priority Banking Cardholder is defaulted at **Ringgit Malaysia Three Thousand (RM3,000)**, with a maximum allowable limit of **Ringgit Malaysia Five Thousand (RM5,000)** for Generic Cardholder and **Ringgit Malaysia Ten Thousand (RM10,000)** for Priority Banking Cardholder, or such other limit determined by the Bank from time to time by giving **twenty-one (21)** calendar days' prior notice to the Cardholder. The Cardholder can perform the Daily Retail Purchase Limit setting at any of the Bank's branches or via Hong Leong Connect. In addition, the Cardholder can apply for a higher Daily Retail Purchase Limit ("**Temporary Daily Retail Purchase Limit**") at any of the Bank's branches or via Hong Leong Connect and such Temporary Daily Retail Purchase Limit is applicable for the time period selected by the Cardholder ("**Date Range**"). The Temporary Daily Retail Purchase Limit gives the Cardholder a maximum allowable limit of **Ringgit Malaysia Ninety-Nine Thousand, Nine Hundred and Ninety-Nine (RM99,999)** during the Date Range selected by the Cardholder. The Temporary Daily Retail Purchase Limit will be cancelled upon the expiry of the Date Range and thereafter the Retail Purchase Limit will revert to the Daily Retail Purchase Limit.
- 11.4 The Daily Online Purchase Limit for Generic and Priority Banking Cardholder is defaulted at **Ringgit Malaysia One Thousand (RM1,000)**, with a maximum allowable limit of **Ringgit Malaysia Five Thousand (RM5,000)** for Generic and Priority Banking Cardholders, or such other limit determined by the Bank from time to time by giving **twenty-one (21)** calendar days' prior notice to the Cardholder. The Cardholder can perform the Daily Online Purchase Limit setting at any of the Bank's branches or via Hong Leong Connect.
- 11.5 The Daily Transfer Limit via ATM for Generic and Priority Banking Cardholder is defaulted at **Ringgit Malaysia Two Thousand (RM2,000)**, with a maximum allowable limit of **Ringgit Malaysia Fifty Thousand (RM50,000)** for Generic and Priority Banking Cardholders, or such other limit determined by the Bank from time to time by giving **twenty-one (21)** calendar days' prior notice to the Cardholder. The Cardholder can perform the Daily Transfer Limit setting at any of the Bank's branches or ATMs.

- 11.6 For the avoidance of doubt, the Daily Transfer Limit via ATM is exclusive from the Daily Transfer Limit via Hong Leong Connect.
- 11.7 The Cardholder who would like to change his/her SMS transaction alert limit is required to write in for request to change the pre-determined limit or totally opt out of the SMS transaction alert service. The Cardholder can obtain the Debit Card/-i Transaction Alert Service Maintenance Form (“**Form**”) at any of the Bank’s branches or at the Bank’s Website. The Cardholder shall fill up the Form and follow the instructions provided in the Form accordingly in order to change his/her SMS transaction alert limit or opt out of the SMS transaction alert service.

## **12.0 Shariah Compliance**

- 12.1 Where the Retail Purchase Account linked to the Debit Card-i is a Saving Account-i or Current Account-i, the Debit Card-i can only be used for the purchase of Shariah-compliant Goods and Services. The Debit Card-i shall not be used at any merchants who are in the business of providing Shariah non-compliant Goods and Services and/or for any Shariah non-compliant transactions categorised by the following Merchant Category as per below:
- (a) Bars, Cocktail Lounges, Discotheque, Nightclubs and Taverns
  - (b) Packages Beer, Wine and Liquor
  - (c) Cigar Stores and Stands
  - (d) Gambling Transactions
  - (e) Gambling - Horse Racing, Dog Racing, Non-Sports Intrastate Internet Gambling
  - (f) Dating and Escort Services

## **13.0 Indemnity**

- 13.1 Save and except for damages arising directly from the Bank’s wilful default or gross negligence, the Cardholder undertakes to indemnify the Bank fully and completely against all claims, demands, actions, proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made, taken, incurred or suffered by the Bank in connection with or in any manner arising out of the provision of the Services or the acceptance of any instruction given by the Cardholder or breach by the Cardholder of any of the terms and conditions. The liabilities of the Cardholder shall be a continuing liability and will remain in full force and effect until the liability, if any, of the Bank is fully discharged.
- 13.2 In the case of sole proprietorship where the Cardholder is a sole-proprietor, save and except for damages arising directly from the Bank’s wilful default or gross negligence, the Cardholder undertakes to indemnify the Bank fully and completely against all claims, demands, action, proceedings, losses and expenses (including legal costs as between solicitors and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by the Bank in connection with or in any manner arising out of the provision of the Services

or the acceptance of any instruction given by the Cardholder or breach by the Cardholder of any of the terms and conditions, even though there may be subsequent changes in ownership of the sole proprietorship.

#### **14.0 Termination of Services by the Bank**

14.1 The Bank may terminate the Services and these terms and conditions by giving **twenty-one (21)** calendar days' prior notice to the Cardholder.

#### **15.0 Bank's Discretion**

15.1 The Bank may:

- (a) refuse to approve any Card Transaction even if there is sufficient funds in the Account;
- (b) suspend the Cardholder's right to use the Debit Card-i; and
- (c) refuse to reissue, renew or replace the Debit Card-i;

due to reasons permissible by the law (e.g. suspicious fraudulent transaction, court order to freeze Cardholder's Account). For the avoidance of doubt, the Cardholder's obligations under these terms and conditions shall not be affected and shall continue on force despite the Bank's exercise of the aforementioned discretions.

15.2 Without prejudice to other provisions in these terms and conditions, subject to Shariah principles and relevant guidelines, the Bank reserves the right at any time by giving **twenty-one (21)** calendar days' prior notice, to introduce, amend, vary, restrict or withdraw all or any of the benefits, Services, facilities and privileges in respect of or in connection with the use of the Debit Card-i and/or these terms and conditions.

#### **16.0 Suspense Account**

16.1 For the purpose of enabling the Bank to preserve intact the liability of the Cardholder, once a writ of summons has been issued or to prove in the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank deems fit, the Bank may at any time and place, keep for such time as the Bank may deem prudent, any monies received, recovered or realised pursuant to these terms and conditions or under any other security or guarantee to the credit of a separate non-profit-bearing account in the name of the Cardholder as the Bank shall deem fit. The Bank has no immediate obligation to apply the monies or any part thereof in or towards the discharge of the sums due and owing to the Bank.

## 17.0 Set-off

- 17.1 The Cardholder agrees that the Bank may, at any time and with prior notice, combine and consolidate all or any Accounts of the Cardholder with the Bank of whatever description and wheresoever's located and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing the credit of any such Account including joint accounts where joint accounts are maintained in the names of the Cardholders in or towards discharge of all sums due to the Bank under any account of the Cardholder with the Bank of whatever description and wheresoever's located and whether in Ringgit Malaysia or in any other currency and may do so notwithstanding that the balances on such account and the sums due may not be expressed in the same currency and the Cardholder hereby authorises the Bank to effect any such combination, consolidation, set-off or transfer with the necessary conversions at the Bank's prevailing exchange rates which shall be determined by the Bank at its sole discretion.

## 18.0 Chargeback

- 18.1 The Bank shall not be held liable for any act or omission by any retail or online merchant howsoever caused, including but not limited to any refusal to accept Debit Card-i or any Statement or other communications made in connection therewith or any defect or deficiency in goods or services. In the event of any defect or deficiency in goods or services, the Cardholder must liaise directly with the Authorised Merchant on any claim or dispute and will not dispute any payment made by the Bank from the Cardholder's Account on such claims or disputes.
- 18.2 In some circumstances, card scheme rules allow the Cardholder to charge a Debit transaction back to the Merchant with whom the transaction was made (if the chargeback right is available) subject to the complaint or dispute was made to the Bank by the Cardholder orally or in writing within **twenty-one (21)** calendar days from the Posting Date of such Card Transaction in the Statement and the Cardholder has provided the necessary information requested by the Bank (i.e. the Cardholder's name, affected Account, date and amount of the dispute Card Transaction and the reason the Cardholder believes that it is a disputed Card Transaction) to support the chargeback within the requested timeframe.
- 18.3 In the event the Bank extends the time period for the completion of an investigation beyond **fourteen (14)** calendar days from the date a disputed Card Transaction is first reported, whether orally or in writing, by the Cardholder to the Bank, the Bank must:
- (a) at a minimum, provisionally credit the full amount of the disputed transaction or **Ringgit Malaysia Five Thousand (RM5,000)**, whichever is lower (including any profit where applicable), into the Retail Purchase Account no later than **fourteen (14)** calendar days from the date the Cardholder provides the Bank with the information set out in Clause 18.2;
  - (b) credit the remaining amount of the disputed Card Transaction (including any profit where applicable) no later than **thirty (30)** calendar days from the date of the first crediting where the Bank has provisionally credited an amount into the Retail Purchase Account in accordance with Clause 18.3(a) which is lesser than the amount of the disputed Card Transaction; and
  - (c) allow the Cardholder the full use of the provisionally credited funds.

- 18.4 In the event Cardholder is required to pay the amount transacted or is refunded by the Authorised Merchant directly, the Bank has the rights to debit such amount from the Retail Purchase Account.
- 18.5 Notwithstanding and without prejudice to the generality of the clauses in these terms and conditions, the Cardholder expressly agrees that:
- (a) The use of the Debit Card-i is at the Cardholder's own risk and the Cardholder shall assume all risk incidental to or arising out of the use of the Debit Card-i; and
  - (b) The Cardholder shall not make or attempt to make any false, fraudulent or unlawful claims in respect of the disputed Card Transaction whether directly or indirectly. The Bank reserves the right at any time in its absolute discretion to commence and institute legal action and/or such other proceedings as the Bank may deem necessary against the Cardholder upon the Bank discovering or becoming aware of any false or fraudulent or unlawful claims in connection with or arising from the disputed Card Transaction.
- 18.6 The Bank reserves the right to institute legal action and/or any other proceedings the Bank deems necessary including lodging such reports as appropriate or necessary with the relevant regulatory authorities, against the Cardholder who delays, obstructs and/or withhold vital information from the Bank, making or attempting to make false claims in respect of any transaction, publish false claims on traditional or social media, and/or lodge false police reports with respect to any transaction.
- 18.7 Subject to the Cardholder's compliance with his/her obligations in Clause 18.2, in the event of any chargeback due to a complaint or dispute raised by the Cardholder pertaining to Overseas Transaction transacted in foreign currency through the MCF Enabled Account, the amount of chargeback shall be credited into the Cardholder's MCF Enabled Account in the currency of the original transaction.

## 19.0 Overseas Transactions

- 19.1 The Cardholder may use the Debit Card-i to perform Card Transaction and ATM Card Transaction outside Malaysia (“**Overseas Transactions**”) where there are Authorised Merchants and/or Authorised Cash Outlets provided that the Cardholder has opted to allow Overseas Transactions to be performed on the relevant Debit Card-i in accordance with Clause 20.1 herein.
- 19.2 All Overseas Transactions via ATM and Card Transaction shall be subject to the laws existing in the country where the transaction originates. For all Card Transactions, the exchange rate, where applicable, shall be the prevailing spot exchange rates on the date of transaction.
- 19.3 The Cardholder may use the Debit Card-i for cash withdrawal through designated ATMs installed in such approved countries as shall be determined by the Bank and/or any of MasterCard subject to all such charges imposed by MasterCard and/or the Bank including all such charges stipulated in Clause 19.5 or Clause 19.6.
- 19.4 Where the Cardholder uses the Debit Card-i at ATMs and merchant outlets under the MasterCard network outside Malaysia, the transaction shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such exchange rate and at such time as may be determined by MasterCard at its absolute discretion.
- 19.5 The Card transactions effected in currencies other than Ringgit Malaysia will be converted into Ringgit Malaysia on the date it is processed by MasterCard at the foreign exchange rate determined by MasterCard. The following additional fees will be charged on the conversion:
- (a) **One per centum (1%)** transaction fee charged by MasterCard; and
  - (b) **One per centum (1%)** foreign exchange conversion fee imposed by the Bank.
- Transaction in Ringgit Malaysia shall be debited from the Cardholder`s account with any administration fees imposed by MasterCard.
- 19.6 For certain Overseas Transactions, Cardholder is given the option to use the DCC service to convert his/her transaction in foreign currency into Ringgit Malaysia. However, if DCC is selected:
- (a) the foreign exchange rate used by the overseas merchant for the DCC transaction may be higher than the exchange rate determined by MasterCard; and
  - (b) the Cardholder will be charged a 1% transaction fee on the converted Ringgit Malaysia amount, and such fee is imposed by MasterCard.
- 19.7 If the Cardholder chooses to transact in foreign currency using the MCF Enabled Account, the transaction can be effected if there is sufficient balance of the foreign currency selected in the MCF Enabled Account. This transaction will not be subject to the fees stated in Clause 19.5. However, if the foreign currency selected by the Cardholder is insufficient, the transaction will be effected in Ringgit Malaysia and will be debited from the Ringgit Malaysia balance that is available in the Cardholder`s MCF Enabled Account and the fees stated in Clause 19.5 shall apply.
- 19.8 Notwithstanding Clause 19.7, if the financial institution of the overseas merchant effects / authorises the Overseas Transaction in Ringgit Malaysia instead of the foreign currency selected

by the Cardholder, such transaction will be debited to the Cardholder's Retail Purchase Account in Ringgit Malaysia even though the Cardholder may have sufficient foreign currency balance in his/her MCF Enabled Account.

- 19.9 For Card Transaction that is effected from the MCF Enabled Account in foreign currency:
- (a) if there is any refund by Authorised Merchant within **thirty (30)** days from the date of the transaction, and the Bank is able to match the same back to the original transaction, the refund will be credited to the MCF Enabled Account in the currency of the original transaction. Otherwise, the refund will be converted into Ringgit Malaysia at the Bank's prevailing exchange rate at the time the Bank credits the refund to the Cardholder's MCF Enabled Account;
  - (b) if the Authorised Merchant presents a request for refund more than **thirty (30)** days after the transaction date, the refund to the Cardholder shall be effected in Ringgit Malaysia and the conversion from the relevant foreign currency to Ringgit Malaysia shall be effected at the Bank's prevailing exchange rate at the time the Bank credits the refund to the Cardholder's MCF Enabled Account.
- 19.10 Cardholder shall comply with the FE Notices issued by BNM in respect of any transaction, including Overseas Transaction, as made available at BNM's website. Cardholder shall be responsible for any violation or non-compliance of such regulations and any amendment thereto.

## **20.0 Opt-in Requirement for Overseas Transactions and Card-Not-Present Transactions**

- 20.1 The Cardholder shall not be allowed to perform any Overseas Transaction and/or Card-Not-Present Transaction unless he/she has registered his/her instruction to opt-in to perform the Overseas Transaction and/or Card-Not-Present Transaction via Hong Leong Connect, Bank's ATMs, branches or Contact Centre at **03-7626 8899**, failing which, the said Overseas Transaction and/or Card-Not-Present Transaction will be rejected.

## **21.0 Payment Platform or Network**

- 21.1 Although the Bank's Debit Card-i supports MyDebit which only applies within Malaysia, and MasterCard which allows the Debit Card-i to be accepted both overseas and in Malaysia, when the Debit Card-i is used at Authorised Merchants in Malaysia, it is subject to the Authorised Merchants' choice of network (i.e. either MyDebit or MasterCard) for purposes of processing the payment.
- 21.2 Cardholder is not allowed to request the Authorised Merchant to change the chosen debit card network.

**22.0 Governing Law and Jurisdiction**

These terms and conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia but in enforcing its rights, the Bank shall be at liberty to initiate and take actions or proceedings or otherwise against the Cardholder and any party in Malaysia and/or elsewhere as the Bank may deem fit and the Cardholder agrees that where any action or proceeding is initiated and taken in Malaysia, it shall submit to the exclusive jurisdiction of the Courts of Malaysia in all matters connected with its obligations and liabilities under or arising out of the Account and these terms and conditions.