

**General Terms & Conditions  
of  
Term Investment Account-i (TIA-i)  
(Effective on 6<sup>th</sup> March 2020 onwards)**

**KINDLY READ AND UNDERSTAND ALL THE TERMS BEFORE YOU SIGN THE  
CONTRACT.**

**1. DEFINITION**

1.1 In these terms and conditions, unless otherwise provided, the following words shall have the meaning as set out below:

“**Bank**” means **Hong Leong Islamic Bank Berhad 200501009144 (686191-W)** or “**HLISB**”, an Islamic financial institution governed under the Islamic Financial Services Act 2013 and a company incorporated in Malaysia with its registered office at Level 23, Menara Hong Leong, 6 Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.

“**BCB-i**” means HLISB Business and Corporate Banking-i.

“**Bank Negara Malaysia**” or “**BNM**” means Central Bank of Malaysia.

“**Business Day**” means a day on which HLBB/ HLISB is open for business in West Malaysia, Sabah or Sarawak, as the case may be.

“**Current Account-i & Savings Account-i**” or “**CASA-i**” is a HLISB Shariah-compliant deposit account.

“**Current Account & Savings Account**” or “**CASA**” is a HLBB deposit account.

“**HLBB**” means Hong Leong Bank Berhad and includes its branches and its successors-in-title and assigns.

“**HLISB**” means Hong Leong Islamic Bank Berhad and includes its branches and its successors-in-title and assigns.

“**Term Investment Account-i**” or “**TIA-i**” means this **Investment Account-i (IA-i)** product offered by the Bank based on the Shariah contract of Mudarabah.

“**Hong Leong Connect**” means the internet banking services provided by HLISB/HLBB to enable you to perform banking transactions on these Terms and Conditions with the use of a personal computer terminal or any electronic device through the internet browser with the Security Codes; and include the services as may be supplemented, varied or withdrawn by HLISB /HLBB at any time, and from time to time.

“**IFSA**” means Islamic Financial Services Act 2013 and includes any amendment thereto.

“**Investment Account-i**” or “**IA-i**” means an account under which money/ principal is placed and accepted for the purposes of investment, including for the provision of finance, in accordance with Shariah on terms that there is no express or implied obligation to repay the money in full and:

- (a) either only the profits, or both the profits or losses, thereon shall be shared between the person paying the money as the capital provider and the person accepting the money as the fund manager; or
- (b) with or without any return.

Note: For the purpose of this product, the profit shall be shared between the person paying the money as the capital provider and the person accepting the money as the fund manager. Nevertheless, the losses will not be shared with the fund manager.

“**Investment Account Holder(s)**” or “**IAH(s)**” means the holder(s) of the Investment Account-i product offered by the Bank. The IAH(s) under this product will also be considered as an “**Investor**”.

“**Investor Suitability Assessment**” or “**ISA**” means an exercise carried out by HLISB to gather necessary information from the prospective IAH(s) in order to form a reasonable basis for the Bank’s recommendation.

“**Maturity Date**” where the maturity date falls on a public holiday or non-banking Business Day, the maturity date shall be deemed to fall on the next Business Day.

“**Mudarabah**” as applied in this product means a contract of profit sharing between the IAH(s) as owner of the capital and HLISB as the fund manager on profit sharing basis, whereby the IAH(s) shall place a specified sum of money with HLISB for a specific tenure, and HLISB is entrusted to utilize the capital for a business venture without any intervention from the IAH(s) to generate income which will be distributed according to profit sharing ratio. Any losses arising from the investment will be borne by the capital provider unless there is proven willful misconduct and negligence by the fund manager. HLISB may suffer losses in term of costs and time.

“**Product Disclosure Sheet**” or “**PDS**” means the sheet which contains the relevant information and disclosure of the main terms of the relevant Investment Account-i product offered by the Bank.

“**Profit Sharing Ratio**” or “**PSR**” means the predetermined profit sharing ratio to be shared between the IAH(s) as capital provider and HLISB as fund manager.

“**Qualified Retail and Business Financing Assets**” means retail and business financing assets of HLISB that have been selected to provide IAH with a stable and consistent return over an agreed investment interval.

“**Shariah**” means Islamic laws relating to all aspects of human life established by God for His servants. The laws are divided into three i.e. those relating to belief (aqidah), those relating to deeds (fiqh) and those relating to ethics (akhlaq). In this meaning, Shariah is another word for Islam.

“**Shariah Compliant**” means in conformity with Shariah principles as determined by the Shariah Committee of HLISB and as approved by the Shariah Advisory Council of Bank Negara Malaysia

“**Tanazul**” means a waiver by the IAH(s) of their rights on the profit at the inception of the contract which will be effective on certain events.

“**Terms & Conditions**” means the terms and conditions set out in this agreement and shall include any amendments, variations and supplements made from time to time by HLISB/ HLBB with prior notice.

“**Unrestricted Investment Account**” or “**UA**” means a type of Investment Account-i where the IAH(s) provides the Bank with the mandate to make the ultimate investment decision without specifying any particular restrictions or conditions.

## 1.2 Interpretation

- (a) Words importing the masculine gender shall include the feminine and neuter genders and vice versa. Words importing the singular shall include the plural number and vice versa.
- (b) Where the IAH(s) consists of two or more persons, the obligations and liabilities of each person shall be joint and several.

## 2. SHARIAH PRINCIPLES

- 2.1 TIA-i is term investment account-i based on a profit sharing (*Mudarabah*) contract. The IAH(s) as capital provider/investor invests in the TIA-i and the Bank accepts the monies based on UA concept where the IAH(s) permits the Bank to invest the capital without any specific restriction or conditions. The Bank will manage the sum of monies in TIA-i including utilising or investing the money standing to the credit of the TIA-i in the manner that the Bank deems fit, including but not limited to provision of financing.
- 2.2 Any profit generated from the investment within the Bank’s qualified retail and business financing assets is shared between the IAH(s) and the Bank according to a mutually agreed predetermined PSR based on the performance of these financing assets, subject to Terms and Conditions stated therein.

2.3 Losses incurred, if any, shall be borne by IAH(s), as long as such losses are not due to Bank's misconduct, negligence, or breach of specified terms. HLISB may suffer losses in terms of costs and time.

**3. GENERAL PROVISIONS**

- 3.1 The product is classified under UA. UA refers to a type of investment account-i where the IAH(s) provides the Bank with the mandate to make the ultimate investment decisions without specifying any particular restrictions and/or conditions. The IAH(s) shall not interfere with Bank's conduct of business, especially with regard to the operation of this investment product.
- 3.2 The parties involved will be the IAH(s) as the investor(s)/ capital provider(s) and the Bank acting as the fund manager to undertake the investment activities on behalf of the IAH(s). The Bank will be responsible to manage the investment fund provided by the IAH(s) and the IAH(s) shall not be involved with the investment activities managed by the Bank.
- 3.3 The eligible IAH(s) are (i) individual(s); and (ii) sole proprietorship(s).
- 3.4 The investment objective of TIA-i is to generate stable and consistent returns over an agreed investment interval through a low to medium risk investment.
- 3.5 The fund will be invested in the Bank's qualified retail and business financing assets.

#### **4. OPENING ACCOUNT**

- 4.1 In the event where the prospect IAH(s) has an account(s) with HLISB (CASA-i)/ HLBB (CASA), TIA-i can be subscribed via Hong Leong Connect.
- 4.2 For prospective IAH(s) without CASA-i/ CASA, he/ she is required to open CASA-i prior to opening of TIA-i via Hong Leong Connect, at any branch of HLISB/ HLBB. The IAH(s) will subsequently be given online access to Hong Leong Connect by the respective branch.
- 4.3 The opening of CASA-i is made through HLISB/ HLBB's prescribed form and is subject to HLISB/ HLBB's requirements, including those as to age, minimum deposit, references and supporting documents acceptable to HLISB/ HLBB. HLISB/ HLBB may vary such requirements at any time and from time to time at its absolute discretion with prior notice.
- 4.4 The applicant(s) for CASA-i shall comply with all of the Bank's applicable rules and requirements.
- 4.5 HLISB/ HLBB is entitled to refuse any application to open any CASA-i without having to give a reason for the same. The opening, operation and closure of CASA-i will be entirely at the absolute discretion of HLISB/ HLBB.

- 4.6 HLISB/ HLBB shall be entitled to rely upon and act on the information furnished by the IAH(s) as complete, true and correct and the IAH(s) authorizes and consent to HLISB/ HLBB obtaining any other information from any sources including but not limited to Central Credit Reference Information System (CCRIS), Financial Information System (FIS), Credit Tip-Off System (CTOS) or any credit reference agency, Inland Revenue Authorities or any authorities and by whatever means and at any time as HLISB/ HLBB considers appropriate.

## **5. NOTICES & COMMUNICATIONS**

- 5.1 Any change of the IAH(s)'s e-mail address and/or mailing address and/or telephone number and/or signature and/or other particulars recorded with HLISB/ HLBB shall be notified to HLISB/ HLBB via e-mail or Hong Leong Connect.
- 5.2 All communication sent by HLISB/ HLBB via e-mail, short messaging service (SMS), website and/or by Hong Leong Connect, shall be deemed as delivered to and received by the IAH(s).
- 5.3 HLISB/ HLBB shall be under no duty to enquire into the genuineness or authenticity of the communication given/ communicated to HLISB/ HLBB by any means whatsoever or the identity of the caller and HLISB/ HLBB's rights herein shall not be affected by any misuse or unauthorized use of such communication. HLISB/ HLBB shall be indemnified in full by the IAH(s) against all loss, claims, demands, costs, damages, expenses and all other liabilities whatsoever which it may incur in consequence of its accepting and acting on such communication.
- 5.4 Any change, including but not limited to these Terms and Conditions, features of any of the financial products, the IAH(s)'s rights and obligations, fees and charges, would be communicated to such IAH(s) via the forms of notices and communications mentioned in Clause 5.2 above before the changes are introduced.
- 5.5 Any notices by the IAH(s) to HLISB/ HLBB, if sent by post or courier service or left at the Branch, shall not be deemed delivered to HLISB/ HLBB unless and until acknowledged in writing by HLISB/ HLBB as received.

## **6. OPERATION(S) OF ACCOUNT**

- 6.1 The minimum age requirement for the subscription of TIA-i shall be no less than eighteen (18) years old.
- 6.2 Any application of TIA-i shall be accompanied by a duly completed Investor Suitability Assessment via Hong Leong Connect.

- 6.3 The amount to be placed within TIA-i must be in Ringgit Malaysia (“RM”) only. The minimum amount and any increment thereon, and tenure of investment may be determined by the Bank from time to time and agreed upfront by the IAH(s) prior to the commencement of the TIA-i investment.
- 6.4 The tenure of investment shall range from 3 or 6 months as may be determined by the Bank and agreed by the IAH(s) prior to the investment.
- 6.5 Minimum investment is RM 500.
- 6.6 The operation of TIA-i shall be made through an allocated account number for the TIA-i. Each subscription under the allocated account number will be assigned with a receipt number.
- 6.7 The online account statement(s) shall be made available to the IAH(s) in Hong Leong Connect before 5<sup>th</sup> of the following month on monthly basis.
- 6.8 The Quarterly Fund Performance Report(s) shall be made available to the IAH(s) in the Bank’s corporate website on quarterly basis.
- 6.9 TIA-i shall be terminated upon occurrence of any of the following events:
  - (a) bankruptcy and/or dissolution and/or liquidation of the IAH(s); or
  - (b) redemption by the IAH(s) of all or part of the principal amount invested; or
  - (c) the IAH(s) commits breach of any of the terms and conditions herein; or
  - (d) the IAH(s) does not accept any alteration and amendment to the terms and conditions.
- 6.10 In the event that the maturity date of the TIA-i falls on a non-Business Day, the Bank shall effect the payment on the next Business Day.
- 6.11 The subscription for investment into the TIA-i shall only be made via Hong Leong Connect, and shall be transferred from the IAH(s)’s CASA-i/ CASA within HLISB / HLBB to TIA-i.
- 6.12 Any investment subscription of fund from other banks shall be transferred via FPX Payment (Financial Process Exchange). Such transfer of funds, if imposed with any fees and/or charges, shall be borne by the IAH(s).

## **7. INVESTMENT ACTIVITIES**

- 7.1 TIA-i is an UA product that is based on the Shariah-Compliant contract of *Mudarabah*.
- 7.2 All investment subscriptions shall only be made via Hong Leong Connect. All the instructions and restrictions contained therein shall be strictly followed. The IAH(s)

agrees that the Bank shall be at liberty to treat such investments in accordance with the contract of *Mudarabah* in the Bank's capacity as fund manager (*Mudarib*).

- 7.3 Acceptance of investment funds via Hong Leong Connect for the credit into the TIA-i shall be at the sole discretion of the Bank.
- 7.4 The fund invested by the IAH(s) will be invested in the Bank's qualified retail and business financing assets.
- 7.5 The investment tenures offered by the Bank are 3 or 6 months.
- 7.6 The IAH(s) shall have the option to select the investment to be with or without auto-renewal feature. The features are as follows:
  - (a) Without Auto Renewal – investment will mature on the specified maturity date. Principal and profit will be credited into IAH(s)'s CASA-i (HLISB)/ CASA (HLBB).
  - (b) With Auto Renewal:
    - (i) Principal Only (P) - Profit will be credited into IAH(s)'s CASA-i (HLISB)/ CASA (HLBB); or
    - (ii) Principal with profit (P+I).
- 7.7 The Bank has the right to terminate any automatic renewal, if such termination is deemed to be necessary by the Bank for the benefit of either party.
- 7.8 The IAH(s) acknowledges that he fully understands the risks associated with TIA-i including the possibility to incur financial losses in whole or in part of his capital investment in TIA-i.

## **8. INVESTMENT OF CAPITAL**

- 8.1 The Bank undertakes steps to utilise or invest the fund invested to generate returns through its skills and effort in investment and/or business which it deems fit and appropriate, as long as it does not contradict Shariah requirements. The IAH(s) further agrees to not intervene in the investment decisions made by the Bank as the fund manager (*Mudarib*).
- 8.2 TIA-i is term investment account-i which is classified under the UA whereby the IAH(s) provides the Bank with the absolute discretion to make the ultimate investment decision without setting any particular restrictions or conditions. TIA-i is classified as "Investment Account" under Section 2 of IFSA.
- 8.3 The fund provided by the IAH(s) will be invested in the Bank's qualified retail and business financing assets, subject to the relevant laws and in accordance with the investment's objectives and purposes.



- 8.4 The Bank shall deem the TIA-i as a term-based account and any fund in TIA-i shall be invested in accordance with the terms and conditions contained herein. The Bank shall determine the net return of the investment portfolio which also includes any permissible expenses related to the investment funds.
- 8.5 The investment will be valued on monthly basis and profit will be distributed at maturity according to the agreed PSR.
- 8.6 The Bank may at any time without liability to the IAH(s), disclose fair, accurate, relevant and timely information concerning the TIA-i to the IAH(s) at a frequency and in any manner or method that is determined by the Bank from time to time.

## **9. PROFIT PAYMENT**

- 9.1 The Bank shall pay to the IAH(s) the profit, if any, generated from the TIA-i based on the PSR at maturity or such other interval as set out in the PDS in accordance with the expected profit rate determined by the Bank from time to time.
- 9.2 The calculation of profits shall be determined by the Bank and may be referred by the IAH(s) in the PDS. The indicative profit rates are subject to any Overnight Policy Rate (“OPR”) change which will only be applicable to new subscription after the OPR revised rate.
- 9.3 Any loss of the principal investment amount shall be borne solely by the IAH(s), except for the loss which is due to or arising from any act of misconduct, negligence or breach of specific terms by the Bank.
- 9.4 The Bank shall pay the profit generated from the TIA-i based on the PSR, if any, into IAH(s)’s CASA-i (HLISB)/ CASA (HLBB), at maturity or such other interval as set out in the PDS.
- 9.5 In the event where excess profit is generated from TIA-i over and above the expected profit rate, IAH(s) agrees that the excess profit, if any, shall be waived by the IAH(s) under the Shariah principle of Tanazul, and shall be retained by the Bank.

## **10. REDEMPTION**

- 10.1 Partial redemption prior to maturity is not allowed.
- 10.2 Redemption at maturity shall be in accordance with the terms and/or conditions agreed between the Bank and the IAH(s).
- 10.3 In the event that the investment incurs losses, the amount to be paid to the IAH(s) by the Bank shall be such amount after taking into account losses incurred by the investment.



10.4 The Bank shall have the right to suspend any redemption on the TIA-i. However, suspension of the redemption can only be invoked under the following circumstances:

- (a) Exceptional circumstances, considering the interest of the IAH(s), which includes but not limited to: (i) market wide failures or financial/ economic crisis such as stock-market crash or asset-price crash; (ii) operational issues such as wide-scaled blackout or system failure; and (iii) force majeure (as described in clause 17)
- (b) In the best interest of the IAH(s), which includes but not limited to: (i) underlying assets cannot be liquidated at appropriate price and terms to honour redemption. For this purpose, the price for illiquid assets shall be obtained from or validated by an independent third party, which may take place either before or after such suspension; and (ii) the interest of the IAH(s) would be materially affected if dealings were not suspended.

10.5 The Bank shall allow premature redemption, but no profit shall be paid on any 3 months or 6 months tenure of TIA-i that has not completed its respective full tenure period.

## **11. CLOSURE & FREEZING OF ACCOUNT**

11.1 The closing of TIA-i can be made by IAH(s) via Hong Leong Connect, in accordance with terms and regulations as set out by the Bank. The Bank shall be notified accordingly.

11.2 The Bank shall affect the closing of TIA-i when the IAH(s) redeems the entire investment fund from the TIA-i.

11.3 IAH(s) further agrees that the Bank reserves the right to close the TIA-i of the IAH(s) at the absolute discretion of the Bank by giving prior notice to the IAH(s).

11.4 The IAH(s) shall comply with all Bank's conditions and requirements, if any, for the closure of the TIA-i.

11.5 Without prejudice to any other rights which the Bank may exercise to freeze the TIA-i at any time pursuant to or by virtue of any laws, court orders, regulations and/or enactments, the Bank shall be entitled at any time, at its sole and absolute discretion to refrain from effecting or carrying out any instruction or transaction under the TIA-i including but not limited to any one or more or all of the following: (a) payment of any monies under or out of the TIA-i; (b) the acceptance of any monies or investments or any other instruments for collection and/or for credit into the TIA-i ("Freezing of the TIA-i") upon the occurrence of any one of the following events:-

- (a) the Bank being notified that the IAH(s) has committed an act of bankruptcy and/or a bankruptcy notice and/or a petition for winding up and/ or a creditor's

petition for bankruptcy as the case may be has been filed or presented against the IAH(s) (“the IAH(s)’s insolvency matters”);

- (b) the Bank being notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities (“the relevant authorities”) to refrain from performing any transaction under the TIA-i as abovementioned regardless of whether the relevant authorities have the legal or valid authority to so request the Bank (“directives of the relevant authorities”).

11.6 The Freezing of the TIA-i shall cease or be lifted upon the occurrence of any of the following events:-

- (a) In respect of the IAH(s)’s bankruptcy matters, it shall be shown to the satisfaction of the Bank by the IAH(s) with appropriate evidence that the Bankruptcy Notice or the creditor’s petition for bankruptcy has been validly redeemed by the petitioner or dismissed or struck out by the court or upon the Bank being served with an appropriate court order sanctioning or ordering the lifting of the Freezing of the TIA-i;
- (b) In respect of IAH(s)’s internal dispute, the same has been settled as between all parties concerned and a statement in writing to that effect signed by all parties concerned has been served on the Bank requesting for the unconditional lifting of the Freezing of the TIA-i, or in the alternative a court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the TIA-i;
- (c) In respect of the directives of the relevant authorities, the Bank has been informed in writing by the relevant authorities to effect the lifting of the Freezing of the TIA-i, or in the alternative an appropriate court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the TIA-i.

11.7 In Freezing the TIA-i pursuant to the terms and conditions herein including any action which may be taken by the Bank, the IAH(s) agrees that the Bank shall not be held liable for defamation and/or for breach of contract and/or for any losses, damages, expenses, costs or charges whatsoever which may be claimed against the Bank by the IAH(s) or by any other person based on whatsoever grounds and regardless of whatsoever remarks which may be assigned by the Bank for the return in connection therewith the IAH(s) further agrees and undertakes to keep the Bank fully indemnified against any claims for damages, losses, expenses, charges and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be made against the Bank by any other person.

11.8 The IAH(s) agrees that should the Bank be sued or be made a party in any suit arising out of the Bank’s action in Freezing the TIA-i herein or should the Bank before or after the Freezing of the TIA-i commence any suit including but not limited to any interpleader proceedings against any party including the IAH(s) for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims, expenses, charges and costs (legal or otherwise including costs on a solicitors and client basis and

party to party costs) which may be awarded by the court against the Bank or which the Bank may incur shall be fully indemnified by the IAH(s).

- 11.9 In so acting pursuant to any terms, conditions and provisions herein, the IAH(s) agrees that the Bank shall not be held liable or responsible for any losses, damages, expenses or costs whatsoever which may be claimed against the Bank on the grounds that the Bank has not been fixed with notification of the relevant events mentioned in this Clause 11.9 by reason of the notification being irregular, invalid, erroneous, mistaken, void, not effective or by reason of any other grounds whatsoever. The term “IAH(s)” wherever mentioned herein shall mean any one or more or all of the IAH(s) if the IAH(s) is comprised of more than one person.
- 11.10 In the event that the Bank suspects that the IAH(s)’s account is being used for or implicated in fraud, potential fraud, financial crimes, illegal activities, money laundering or any activities that are against the law, the Bank shall, (subject to the extent permitted by law) issue a written notice to the IAH(s) requesting for the IAH(s) to explain and confirm on the said transactions. If the IAH(s) fails to provide an explanation to the Bank or the explanation given, in the Bank’s opinion, is unsatisfactory, the Bank reserves the right to close, freeze or otherwise deal with the IAH(s)’s account as the Bank deems fit.

## 12. STATEMENT OF ACCOUNT

- 12.1 A monthly online account statement will be made available by the Bank via Hong Leong Connect before 5<sup>th</sup> of the following month, listing out the transactions during the period.
- 12.2 The IAH(s) is required to review the transactions recorded in the transaction history or statement made available online via Hong Leong Connect and shall notify the Bank of any errors, irregularities, discrepancies, claims or unauthorised debits or items. If the IAH(s) fails to inform the Bank of the non-receipt of the statement or does not notify the Bank of any errors, discrepancies, claims or unauthorised debits or items in the transaction history or statement made available online within fourteen (14) days from the date of posting of the transaction online or the date of the statement, as the case may be, the IAH(s) shall be deemed to have conclusively accepted all the entries contained in the statement made available online and/or monthly statement, as the case may be, as true and accurate in all respects.

## 13. COSTS, EXPENSES, & CHARGES

- 13.1 The IAH(s) agrees that HLISB/ HLBB shall be entitled to impose fees and charges made available on our website, for any of its services provided to the IAH(s), in accordance with the prevailing practice of HLISB/ HLBB. Such fees and charges (including but not limited to service tax or GST, if any) shall be borne by the IAH(s). The fees and charges stated in these Terms and Conditions are stated inclusive of **service tax or GST and any other taxes which may be applicable in future** if any, where applicable.

- 13.2 HLISB/ HLBB reserve the absolute right to vary such service fees, commissions and other charges at any time and from time to time with prior notice.
- 13.3 In the event HLISB/ HLBB is required by law to withhold any amount, HLISB/ HLBB shall be entitled to deduct from any amounts due to the IAH(s) any withholding or other taxes or charges payable in respect of any income or /profit on the amount outstanding in the TIA-i.

#### **14. WAIVER**

- 14.1 No failure or delay on the part of HLISB/ HLBB in exercising nor any omission to exercise any right, power, privilege or remedy accruing to HLISB/ HLBB under these Terms and Conditions shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in such default, nor shall any action by HLISB/ HLBB in respect of any default or any acquiescence in any such default impair any right, power, privilege or remedy of HLISB/ HLBB in respect of any other or subsequent default.

#### **15. INDEMNITY**

- 15.1 In addition and without prejudice to the powers, rights and remedies conferred on HLISB/ HLBB herein, in law and/or in equity, the IAH(s) shall hold HLISB/ HLBB free from liability and hereby indemnify HLISB/ HLBB against any loss, damages and expense (including but not limited to legal expenses on a solicitor and own client basis) which HLISB/ HLBB may sustain or incur as consequence of any default in payment by the IAH(s) of any sum owing including but not limited to any profit/ charge or fees paid or payable on account of or in respect of any funds utilised, borrowed or deposits from third parties in order to maintain the amount in default or in liquidating or re-employing such funds or deposits or for any breach of any of these Terms and Conditions.
- 15.2 The IAH(s) shall indemnify HLISB / HLBB against any loss which HLISB/ HLBB may incur by reason of its guaranteeing any endorsements, discharge or discharges on any cheque, bill, note, draft, dividend warrant or other instruments presented by the IAH(s) for collection and every such guarantee given by HLISB/ HLBB shall be deemed to have been given at the IAH(s)'s expressed request in every case.

#### **16. LIMITATION OF LIABILITY**

- 16.1 Without prejudice to any other provisions herein, HLISB/ HLBB shall in no way be liable to the IAH(s) and/or any third party for any loss (whether direct or indirect) of profits or business or goodwill or any indirect or consequential loss or damages whatever or howsoever arising even if HLISB / HLBB has been advised of the possibility of such loss or damage or claim by any third party.

- 16.2 Subject to the provisions herein, HLISB/ HLBB's sole and entire liability to the IAH(s) in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
- 16.3 Each provision of this Clause 16 is to be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the TIA-i or services.

## **17. FORCE MAJEURE**

- 17.1 Notwithstanding any other provisions herein, in the event the HLISB/ HLBB is unable to perform any operations or to provide any services due to any reason beyond the HLISB/ HLBB's control, including but not limited to fire, earthquake, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any factor in a nature of a force majeure or any failure or disruption to telecommunication, electricity, water, fuel supply, the HLISB/ HLBB shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the IAH(s) arising from the same.

## **18. SEVERABILITY**

- 18.1 If any provision, term or condition herein or any security document taken is or becomes illegal, void, invalid, prohibited or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions of these Terms and Conditions or the respective security document, as the case may be.

## **19. GOVERNING LAW**

- 19.1 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia and the rules, regulations, guidelines and policy documents of Bank Negara Malaysia and other relevant regulatory bodies to which the HLISB/ HLBB is subject to, but in enforcing its rights, the HLISB/ HLBB shall be at liberty to initiate and take actions or proceedings or otherwise against the IAH(s) and any party in Malaysia and/or elsewhere as the HLISB/ HLBB may deem fit and the IAH(s) agrees that where any actions or proceedings are initiated and taken in Malaysia it shall submit to the non-exclusive jurisdiction of the Courts of the States of Malaya and Sabah and Sarawak in all matters connected with its obligations and liabilities under or arising out of the TIA-i and these Terms and Conditions.

## **20. INSTRUCTIONS**

- 20.1 Any instructions from the IAH(s) to the HLISB/ HLBB in respect of TIA-i shall be in writing, and signed by the IAH(s), or via IAH(s)'s e-mail. Any such instructions shall be effective only upon receipt by the HLISB/ HLBB.

## **21. NO ASSIGNMENT OR CREATION OF SECURITY INTEREST**

- 21.1 The IAH(s) may not, without the written consent of the Bank assign and/or create any security interest over the rights, titles, benefits and interests of the TIA-i, including but not limited to all monies maintained thereunder in favour of any person save and except that the same can be assigned and/or created in favour of the Bank.

## **22. DISCLOSURE**

- 22.1 In addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013/ IFSA 2013, the IAH(s) irrevocably authorises and permits HLISB/ HLBB, its officers and employees to disclose and furnish all information concerning TIA-i, these Terms and Conditions, present and future accounts of the IAH(s) and any other matters relating to the IAH(s) or its business and operations to:

- (a) other financial institutions granting or intending to grant any credit facilities to the IAH(s), the Central Credit Bureau or any other central credit bureau established by Bank Negara Malaysia, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorised by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia (ABM)/Association of Islamic Banking and Financial Institutions in Malaysia (AIBIM);
- (b) any current or future corporation which may be associated with or related to the HLISB/ HLBB (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives as well as subsidiaries of the HLISB/ HLBB's holding company;
- (c) the security parties or any party intending to provide security in respect of the TIA-i;
- (d) HLISB/ HLBB's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and
- (e) HLISB/ HLBB's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by the HLISB / HLBB and its related or associated companies.

- 22.2 The IAH(s) hereby irrevocably consents to such disclosure and confirms that the HLISB / HLBB, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with these Terms and Conditions.



- 22.3 The IAH(s) hereby agrees and consents to the holding, collection and use of all personal data provided to the HLISB / HLBB by the IAH(s) or acquired by the HLISB / HLBB from the public domain, as well as personal data that arises as a result of the provision of services to the IAH(s) in connection with the TIA-i in accordance with the Privacy Notice of the HLISB / HLBB as may be amended from time to time.

## **23. TERMS & CONDITIONS**

- 23.1 The operation and utilisation of the TIA-i shall be on these Terms and Conditions and any other terms and conditions which may be prescribed by HLISB / HLBB. The IAH(s) cannot vary or amend these terms in any form or manner even if HLISB / HLBB has notice of such variation or amendment.
- 23.2 Subject to the provision of the Shariah, HLISB / HLBB reserves the right upon giving prior notice to add, delete or amend any of the provisions stated herein. Any variations, additions, deletions or amendments (“the Amendment”) to the provisions herein shall be binding on the IAH(s) and HLISB / HLBB is deemed to have brought to the attention of the IAH(s) by: (i) its display at HLISB / HLBB’s premises and website regarding the Amendment where detailed provisions regarding the Amendment may be provided in the notice itself; or (ii) by a notice being sent by HLISB / HLBB to the IAH(s)’s last known address; or (iii) via electronic mail or via digital platform Hong Leong Connect, or by any other means of notification which HLISB / HLBB may select and the Amendment shall be deemed binding on the IAH(s) as from the date of notification of the Amendment or from such other date as may be specified by HLISB / HLBB in the notification.
- 23.3 If there is any inconsistency between these Terms and Conditions and the terms and conditions for any electronic, phone and/or internet banking services made available by HLISB / HLBB, the terms and conditions for the electronic, phone and/or internet banking services shall prevail.

## **24. TERMS & CONDITIONS SUPERSEDES**

- 24.1 These Terms & Conditions supersede all prior rules and regulations and/or terms and conditions governing TIA-i.

## **25. SECURITY AND DISCLAIMER**

- 25.1 These Terms & Conditions contain requirements / instructions to the IAH(s) with regards to the security of their accounts, account related instruments and records. Where any express term / requirement / instruction in these Terms & Conditions is not complied with by the IAH(s), HLISB / HLBB will be discharged from all liabilities in relation to the same. The IAH(s) understands that where access to accounts is facilitated by the IAH(s) to other / multiple parties, the IAH(s) will address the need for internal safeguards and the checking of account statements as per set out herein.



## **26. BUSINESS HOURS AND/OR DAYS**

- 26.1 The business hours and/or days of HLISB / HLBB may be extended, changed or otherwise revised in accordance with its business and operational requirements with prior notice.

## **27. SALES & SERVICE TAX**

- 27.1 The IAH(s) shall be liable for any Sales and Service Tax (SST), if any, payable in connection with or arising out of TIA-i or any services in connection therewith.

## **28. MISCELLANEOUS**

- 28.1 IAH shall read and understand the disclosure documents together with the risks attached to this investment before deciding to invest in TIA-i.
- 28.2 In the event of complaint relating to the TIA-i, the IAH(s) may lodge a note with the respective HLISB / HLBB centre or branch. Should the explanation or resolution provided by the HLISB / HLBB Centre or branch not be to the satisfaction of the IAH(s), the IAH(s) may contact the HLISB / HLBB's Service Recovery & Complaint Resolution – Customer Experience bearing the following address, telephone, and e-mail address (or bearing such other address, telephone, and e-mail address which the Bank may change by notification to the IAH(s)): Hong Leong Bank Berhad, 13A Floor, Menara Hong Leong, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur. Call Centre No: +603-7626 8899, Email: [HLOnline@hlbb.hongleong.com.my](mailto:HLOnline@hlbb.hongleong.com.my).
- 28.3 Should the complaint is not satisfactorily resolved by HLISB / HLBB, the IAH(s) may contact Bank Negara Malaysia's LINK or BNMTELELINK bearing the following address, telephone, and e-mail address: Laman Informasi Nasihat dan Khidmat (LINK), Bank Negara Malaysia, P.O Box 10922, 50929 Kuala Lumpur. Call Centre No: 1-300-88-5465, E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my).
- 28.4 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version, Bahasa Malaysia version or any other version of these Terms and Conditions, the English version shall prevail. Notwithstanding the aforementioned where request is made by the IAH(s) for the Bahasa Malaysia version of the terms and conditions herein, the Bank shall provide the same and allow the IAH(s) to complete the relevant forms and sign the agreement in Bahasa Malaysia.
- 28.5 These Terms and Conditions are intended to be wholly Shariah compliant. The IAH(s) and the Bank agree that their respective rights and obligations herein are intended to be and subject to and in conformity with Shariah principles (as determined by the Shariah Committee of the Bank and as approved by the Shariah Advisory Council of Bank Negara Malaysia).

- 28.6 If there is any change in the IAH(s)'s personal information for e.g. address, the IAH(s) should notify the Bank immediately. This is important to ensure that all communications reach to the IAH(s) promptly.
- 28.7 In the event any of the provision in these Terms and Conditions is invalid, illegal and unenforceable under any applicable law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
29. **IMPORTANT:** Please note that a IAH(s) / Customer(s)'s failure to abide by any of the terms stated in any part of these Terms & Conditions will discharge HLISB / HLBB from all liabilities.

(End of Terms and Conditions)

### WARNING

**THE RETURNS ON THIS INVESTMENT ACCOUNT-i WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSETS. THE PRINCIPAL AND RETURNS ARE NOT GUARANTEED AND ACCOUNT HOLDER RISKS EARNING NO RETURNS AT ALL. THIS INVESTMENT ACCOUNT-i IS NOT PROTECTED BY THE PERBADANAN INSURANS DEPOSIT MALAYSIA ("PIDM").**