

## Terms and Conditions Governing the Platinum Business Credit Card ("T&Cs")

The terms and conditions below are to be read together with the Bank's Cardholder's Agreement ("the Agreement"). Save and except for the variations set out below, all the terms and conditions of the Agreement shall apply. In the event of any discrepancy or inconsistency between the terms and conditions of the Agreement and the BCC Card terms and conditions herein ("T&Cs"), the T&Cs shall prevail in so far as they are applicable to the Card.

By accepting the BCC Card, Cardholder agrees to be bound by the terms and conditions as set out in these T&C, and the Agreement.

1. A. Definition:  
In these T&Cs, unless the context otherwise requires or unless expressly stated herein to the contrary, the following expressions shall have the following meaning: -
  - a) **"Bank"** means Hong Leong Bank Berhad;
  - b) **"BCC Card"** means the Platinum Business Credit Card;
  - c) **"Card Account"** means the account of the Principal Cardholder with the Bank opened in respect of the BCC Card
  - d) **"Cardholder"** means the individual named on the BCC Card, whether Principal or Supplementary Cardholder, unless stated otherwise;
  - e) **"Principal Cardholder"** means a Cardholder who has been issued with a Principal Card;
  - f) **"Principal Card"** means a BCC Card issued to the Cardholder by the Bank as the primary Cardholder;
  - g) **"RM"** means Ringgit Malaysia, the legal currency in Malaysia; and
  - h) **"Supplementary Cardholder"** means the person nominated by the Cardholder as a Supplementary Cardholder in accordance with Clause 22 of the Agreement and to whom a supplementary BCC Card is issued by the Bank.
- B. Interpretation
  - a) Unless the context otherwise requires, capitalized words and expressions shall have the same meaning as defined in the Agreement unless specifically defined in these T&Cs.
  - b) Words referring to the male gender shall include the female and/or neuter gender and vice versa.
  - c) Words referring to the singular number shall include plural number and vice versa.

### Checking Facility

2. The special current account shall be opened automatically in conjunction with the approval of BCC Card ("BCC-linked CA") which only have a cheque-issuing facility and no other forms of withdrawals from this BCC-linked CA through any other means nor deposits into it will be permitted. Upon opening of the BCC-linked CA and provided always that the Principal Cardholder has filled up the Bank's prescribed forms and/or by any other method prescribed by the Bank at the point of application of the BCC Card, the Principal Cardholders will be entitled for BCC-linked CA cheque book(s). Cheques may be issued by

the Principal Cardholder to third parties or to facilitate Principal Cardholder's cash withdrawals but there shall be operated by a sole signatory to the BCC-linked CA, namely the individual Principal Cardholder.

3. The Principal Cardholder agrees that he/she can only activate the BCC Card upon receipt of the BCC-linked CA cheque book. Activation of the BCC Card denotes acknowledgement receipt of the BCC-linked CA cheque book. The Bank shall not be liable and responsible for BCC Card activation without receipt of the cheque book.
4. Liability for all the outstanding amount in the Card Account, in addition to items stated in Clause 8 and 9 of Agreement, BCC-linked CA cheque amount, related fees and charges shall be the sole and personal liability of the Cardholder.
5. Signatures on the cheques must be in accordance with the signatures appearing on the BCC Card application form.
6. Termination, suspension or withdrawal of the BCC Card will result in the simultaneous and identical action being taken in respect of the BCC-linked CA. This could result in dishonored cheques. The Bank shall not be liable and responsible for claims and liabilities in respect of dishonored cheques due to the termination, suspension or withdrawal of the BCC Card.
7. Blacklisting of the customer by Biro Maklumat Cek (BMC) shall be an additional event to clause 4 of the Agreement enabling the Bank to terminate, suspend or withdraw the Card Account.
8. Loss of cheque books: Replacement of cheque books are issued at the discretion of the Bank provided there has been no breach of any terms & conditions of the Cardholder Agreement.
9. Supplementary Cardholders: The Supplementary Cardholders shall not be eligible for any BCC-linked CA.
10. Cheque issuance limit: The Principal Cardholder may issue cheques of up to a maximum limit of 90% of the available credit limit on the BCC Card.
11. Finance charges: For BCC Accounts, the applicable finance charges shall commence after the interest free period up to thirty (30) days on new retail transactions only.
12. The Cardholder is responsible for ensuring that all contact details and relevant Card Account information are updated, correct and made known to the Bank in a timely manner. The Bank shall not be held liable and responsible for any failure or delay in

sending and/or delivering information to the Cardholders via short messaging service (“SMS”) or any manner deemed suitable by the Bank.

13. The Biro Maklumat Cek (BMC) is an added entity in Clause 31 of Agreement.
14. Cheque may not be drawn on the Bank except on those supplied by the Bank bearing the account number of the BCC-linked CA.
15. The Principal Cardholder shall exercise care when writing out cheques so as not to facilitate fraud. The Bank shall have the right to dishonor and return cheques where the signature of the Principal Cardholder differs from the specimen supplied under the Card Account or the Bank has reasons to doubt the genuineness of the Principal Cardholder’s authority on the cheques. Principal Cardholder shall not affix any company rubber stamp/chop of personal seals, as these will be disregarded in the cheque-processing.
16. The Principal Cardholder must check the correctness of the cheque book content before leaving the premises of the Bank or upon receipt by courier and shall be responsible for keeping cheque book(s) under lock and key at all times. The Principal Cardholder shall inform the Bank immediately in the event a cheque book or cheque leaf is missing, lost, stolen or destroyed.
17. A statement of the BCC Card showing the BCC-linked CA entries will be rendered once a month or at such periods as determined by the Bank. The Cardholder must examine all entries in the statement and to immediately report to the Bank any error found therein. If the Cardholder does not, within fourteen (14) days (or such other period specified by the Bank in the statement / notice after the receipt of statement of account), object to any entry therein the Cardholder shall have deemed to have accepted the entries made up to the date of the last entry in the statement of account, as correct.
18. The Bank will only stop payment on any cheque issued upon receipt of instructions from the Cardholder whether in writing or through any other electronic recording made available by the Bank.

#### **Annual Fee Waiver**

19. Cardholder shall be entitled to 1<sup>st</sup> year annual fee waiver on Principal and Supplementary BCC Card if the Cardholder has performed a minimum of one (1) Retail Transaction as defined in Clause 24 below within 45 days from the BCC Card approval date.

In order to be entitled for the subsequent year annual fee waiver, the Cardholder shall perform a minimum of twelve (12) Retail Transactions or cumulative retail spend of RM15,000 per annum.

**Plaza Premium Lounge (PPL)**

20. Complimentary of six (6) access to the PPL in KLIA and KLIA2 per annum is subject to a cumulative Retail Spend of RM2,500 within 30 days from the access date to PPL for each complimentary PPL access. For the avoidance of doubt, only the Principal Cardholder is entitled to participate in the PPL programme.
21. In the event the spend condition above is not met, a fee of Ringgit Malaysia One Hundred Twenty-Eight (RM128) per PPL access will be charged to Cardholder's Card Account.
22. In order to access to PPL, the Principal Cardholder is required to present a valid BBC Card and boarding pass at the PPL registration counter.
23. The use of the PPL is subject to the terms and conditions as set out by PPL. The PPL terms and conditions is available at [www.plazapremiumgroup.com](http://www.plazapremiumgroup.com)
24. The Bank makes no representation or warranties with respect to the PPL and/ or the services and facilities provided by PPL ("Lounge Facilities and Services"), and in particular, makes no warranties with respect to the quality of the Lounge Facilities and Services or their suitability for any purpose nor shall the Bank be liable to the Principal Cardholders for any acts or omissions in relation to the Lounge Facilities and Services.
25. The Principal Cardholders shall not hold the Bank liable for any loss or injury suffered by the Principal Cardholders whilst inside the PPL at any time.

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26. Retail Spend refers to any retail and online purchases (including standing instructions and 0% Interest Easy Payment Plan ("EPP")) transacted locally and/or overseas (including spend transacted in Ringgit Malaysia ("RM") and/or other currencies) which have been successfully charged to the BCC Card. Retail purchases made in currencies other than RM will be converted to and computed in RM based on the conversion rate determined by the Bank at the time of transaction.
27. Retail Spend **excludes** the following:
  - a) cash withdrawal in any method (i.e. Automated Teller Machine, over-the-counter, quasi cash, cash advance, etc);
  - b) portfolio products such as Balance Transfer ("BT"), Call-For-Cash Plus ("CFC Plus"), Call-For-Cash ("CFC") and Flexi Payment Plan ("FPP");
  - c) JomPAY and government related transactions;
  - d) refunded, disputed, unsuccessful, reversed, unauthorized, fraudulent or unlawful transactions; and/or
  - e) any form of services or miscellaneous fees, including finance charges and fees such as credit card annual fee, late payment charges and government service tax, imposed by HLB.

28. The terms and conditions in this document shall be governed by and construed in accordance with the laws of Malaysia and Cardholders agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
  
29. The Bank reserves the right upon giving prior notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever (“the Amendment”)) any of the terms and conditions herein. Notification to Cardholders in respect of the Amendment shall be effected in the manner as specified in the Agreement and the Amendment shall be deemed as binding on the Cardholder as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.