

## HONG LEONG DEBIT CARD TERMS AND CONDITIONS

Last updated on 02 December 2021

In consideration of Hong Leong Bank Berhad or Hong Leong Islamic Bank Berhad (“**the Bank**”) agreeing to provide the Cardholder with the Services and agreeing to issue the Debit Card (as defined under Clause 1) including Affinity (as defined under Clause 1) to the Cardholder at the Cardholder’s request, the Cardholder covenants and agrees that the Cardholder’s signing on the Debit Card, use of the Debit Card and/or maintaining an Account (as defined under Clause 1) shall constitute the Cardholder’s agreement to the terms and conditions below (these “**Terms and Conditions**”).

These Terms and Conditions are to be read together as a whole with the Bank’s General Terms and Conditions of Accounts, Terms and Conditions for Hong Leong Connect 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 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 Visa/Mastercard, for the use of the Cardholder.
- 1.6 “**ATM Card Transaction**” means the use of the Debit Card for cash withdrawals and electronic transactions or any other card as may be approved by the Bank from time to time.
- 1.7 “**Authorized Cash Outlets**” means branch, office and/or location designated by members of Shared ATM Network, Visa /Mastercard to affect cash withdrawal.
- 1.8 “**Authorized Merchant**” means any retailer or corporation which pursuant to a Merchant Agreement agrees to accept or cause its outlets to accept the Debit Card for payment or pursuant to a legal arrangement with MyDebit/Visa/Mastercard agree to accept or cause its outlets to accept the facilities offered by co-branded Visa/Mastercard for payment.
- 1.9 “**Auto Debit Transaction**” means recurring payment via the Debit Card for utilities, insurance or takaful charges as approved by the Bank only.
- 1.10 “**Bank**” means either Hong Leong Bank Berhad (193401000023 (97141-X)) or 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 has been issued.
- 1.13 **“Card Replacement Fee”** means fees imposed on the Cardholder in the event of loss, stolen or damaged card.
- 1.14 **“Card Transaction”** means transaction effected by the use of Debit Card for both local and overseas transactions; face-to-face Card Present Transactions as well as non-face-to-face Card-Not-Present Transactions and Contactless Transactions (where applicable).
- 1.15 **“Card Present Transactions”** means a Card Transaction payment where the Cardholder presents the physical Debit Card for the merchant’s visual examination at the time that the payment for the relevant transaction is affected. The Card Present Transactions include and are not limited to cash withdrawal at ATM and retail purchases.
- 1.16 **“Card-Not-Present Transaction”** means a Card Transaction payment where the Cardholder does not or cannot physically present the Debit Card for the merchant’s visual examination at the time that the payment for the transaction is affected. The Card-Not-Present Transaction includes and is not limited to Auto Debit Transaction, MOTO and online transactions.
- 1.17 **“Current Balance”** means the most recent balance or cash available in the Cardholders savings or current account.
- 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 over a secured reader.
- 1.20 **“Character Card”** refers to the Debit Card with customized designs issued by the Bank such as Hello Kitty, Transformers and etc.
- 1.21 **“Daily Cash Withdrawal Limit”** means the daily maximum permissible limit prescribed by the Bank in respect of cash withdrawals through the ATM.
- 1.22 **“Daily Retail Purchase Limit”** means the daily maximum permissible Retail Purchase Limit prescribed by the Bank under Clause 11.3 of these Terms and Conditions.
- 1.23 **“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**.
- 1.24 **“Debit Card”** means the Hong Leong MyDebit/Visa/Mastercard Debit Card issued by the Bank.
- 1..25 **“DCC”** means Dynamic Currency Conversion, an optional service offered by certain overseas merchants or available for certain Overseas Transaction as defined under Clause 19.1 below (including ATM Card Transactions), which provides a choice to pay/withdraw cash in Ringgit Malaysia (including Card Transactions quoted in foreign currency), as elaborated further under Clause 19.

- 1.26 **“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.
- 1.27 **“Fee”** means fees payable at application, yearly or such other intervals as may be determined by the Bank, by the Cardholder for the utilization of the Services which shall be debited from the Account on each anniversary date of the issuance of the Debit Card and shall also include all other fees, service charges, commissions and other payments charged by the Bank under these Terms and Conditions. The Bank reserves the right to vary the Fee by giving **twenty-one (21)** calendar days’ prior notice to the Cardholder.
- 1.28 **“Generic Cardholder”** means non-Priority Banking Cardholder.
- 1.29 **“Good Thru Date”** means the expiry date printed on the Debit Card.
- 1.30 **“Shariah-compliant Goods and Services”** means goods and services that are acceptable and in accordance with Shariah principles.
- 1.31 **“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, [www.hlb.com.my](http://www.hlb.com.my) or [www.hlisb.com.my](http://www.hlisb.com.my) (**“Bank’s Websites”**).
- 1.32 **“Joint Accountholders”** means any Account that is in two (2) or more joint names or has two (2) or more authorized signatories.
- 1.33 **“Mastercard”** means Mastercard®, a membership corporation organized under the laws of the State of Delaware, United States of America.
- 1.34 **“MCCS”** means Malaysian Chip Card Specification, a Chip and Pin specification for domestic Debit Card.
- 1.35 **“MCF Enabled Account”** means the Account of the Cardholder where the MCF (as defined under this Clause 1) has been enabled, which may include a Retail Purchase Account.
- 1.36 **“MEPS”** means Malaysian Electronic Payment System Sdn Bhd an interbank network service provider in Malaysia .
- 1.37 **“Merchant Agreement”** means agreement signed between the Authorized Merchant and the Bank.
- 1.38 **“Monthly Statement Fee”** means fees per month imposed on the Cardholder for the monthly printed Statement.
- 1.39 **“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, fax or email.
- 1.40 **“MyKad”** means the card issued to the Cardholder by the Malaysian National Registration Department to identify and verify the identity of the Cardholder.
- 1.41 **“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.

- 1.42 “Multi Currency Feature” or “MCF”** refers to the foreign currency wallet 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 a MCF Enabled Account held by a single individual Accountholder. The latest available foreign currencies approved for MCF is available at <https://www.hlb.com.my/en/personal-banking/deposits/savings-account/pay-and-save-account.html>.
- 1.43 “Online Purchase Limit”** means the transaction limit applicable to the Card Transactions effected online via the Internet.
- 1.44 “Petrol Purchases”** means all transactions made with the Debit Card for the purchase of petrol and any other purchases made at the petrol kiosks.
- 1.45 “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.
- 1.46 “Posting Date”** means the date on which any Card Transaction is debited to the Cardholder’s Account.
- 1.47 “Priority Banking Cardholder”** means Cardholder with Priority Banking status acknowledged by the Bank.
- 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 can be accepted for payment.
- 1.50 “Retail Purchase Account”** means an Account linked to a Debit Card to make Retail Purchase Transaction.
- 1.51 “Retail Purchase Transaction”** means transaction effected on the Debit Card at the Authorized Merchant where the Debit Card can be accepted for payment locally and overseas including Online Purchases, Touch ‘n Go auto-reload, Petrol Purchases, auto-billing/recurring transactions and excluding cash withdrawals, fund transfer, annual fees payment and other Services/miscellaneous fees 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 Authorized 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), 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 Transactions, Contactless Transaction, Chip & PIN transactions, 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 (SAN)”** means the banks and financial institutions participating in the Shared ATM Network managed by Payments Network Malaysia Sdn Bhd.
- 1.56 **“Standing Instruction”** means payment via the Debit Card or the Cardholder’s Account for mortgage, loan repayment, credit card repayment or other financing payment purposes which are initiated through the Bank’s branches.
- 1.57 **“Statement”** means a statement of account reflecting the transactions effected using the Debit Card.
- 1.58 **“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 interest, fines or penalties in respect thereof.
- 1.59 **“Transaction Date”** means the date on which any Retail Purchase Transaction is affected using the Debit Card at the Authorized Merchant where the Debit Card can be accepted for payment.
- 1.60 **“Transaction Receipt”** means the relevant payment slips, forms or papers supplied to/by the Bank to/by the Authorized 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 to be charged and debited from the Account or the confirmation provided to the Cardholder for financial transactions incurred via the Hong Leong Connect.
- 1.61 **“Visa”** means Visa Worldwide Pte Limited, a Singapore company with its principal office at 71 Robinson Road #08-01 Singapore 068895, of which the Bank is a client.
- 1.62 Words importing the singular shall include plural number and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa.

## **2.0 Responsibilities of the Cardholder**

- 2.1 By signing on the Debit Card, using the Debit Card and/or maintaining the Account, the Cardholder agrees to be fully bound by these Terms and Conditions as may be varied by the Bank from time to time by giving notice of twenty-one (21) calendar days. Notice of such variation or amendment will be communicated to the Cardholder in any form or method as the Bank may prescribe.
- 2.2 The Cardholder shall take all precautions to ensure and prevent unauthorized, 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 Code 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 e-mails 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 Code to any person under any circumstances or by any means whether voluntarily or otherwise and must take all care to prevent the Security Code 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 unauthorized use of the Debit Card, for which the Bank will not be liable. The Cardholder must report a breach of Security Code or the loss of a Security Code to the Bank as soon as reasonably practicable, upon the Cardholder becoming aware of the breach or loss respectively. The Cardholder hereby undertakes to reimburse and pay the Bank on the Bank's written demand all claims and liabilities incurred by the Bank arising from such unauthorized 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 instructions to the Bank. The Cardholder shall immediately inform the Bank of any unauthorized, 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 at the Bank's ATM for the purpose of effecting ATM transactions or electronic transaction. The Cardholder undertakes not to disclose the PIN to any third party and shall be liable to the Bank for any debit entry in the Account with the Bank arising from any unauthorized Card Transactions.
- (g) To effect a purchase using the Debit Card at any Authorized Merchant, the Cardholder may authorise the Card Transactions by (i) signing on the Transaction Receipt prepared by the Authorized Merchant; (ii) inserting PIN at the Point of Sales terminal; or (iii) performing Contactless Transactions. 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 transactions incurred in accordance with these Terms and Conditions. In the event of purchases or usage of the Debit Card are made via online transactions, or non-signature based transactions including and not limited to petrol purchases, online transactions, the Cardholder agrees that confirmation receipts and/or acceptance issued by any Authorized Merchant or its affiliates for such transactions shall be deemed satisfactory documentary evidence of use and the Cardholder must adhere to these Terms and Conditions.
- (h) Notwithstanding the provision set out under 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 Authorized Merchant and MyDebit/Visa/Mastercard member bank.

- (i) The Cardholder shall comply with all requirements, directions, instructions and guidelines for use of the Debit Card 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 on the reverse of the Debit Card as soon as he/she receives it and before using it, as a means of preventing unauthorized use of the Debit Card.
- (k) The Debit Card is valid only up to the Good Thru Date. The Cardholder shall ensure that as soon as the Debit Card expires, it is destroyed, by cutting it diagonally in half and to return it to the Bank for replacement of Debit Card. 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)** days prior to the Good Thru Date.
- (l) The Debit Card 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 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 an overdraft facility or any other standby credit line, all Card Transaction at the Authorized Merchant will be rejected.
- (o) The Cardholder agrees not to use the Debit Card for any unlawful activities. If the Bank finds, suspects or has reasons to believe that the Debit Card 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 shall not be used for any non-Shariah compliant activities or purposes specified under Clause 12 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 or such other document submitted to the Bank in support of such application and/or their authorized representatives, including but not limited to the Cardholder's directors, shareholders, authorized 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 with a new Debit Card due to lost/stolen/renewal or any other reasons, the Cardholder is responsible to inform/update all relevant Authorized Merchants which he subscribed for the auto debit/direct debit transactions of the new Debit Card number to avoid transaction being rejected.

- (s) The 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 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 and/or Hong Leong Financial Group Berhad 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 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 will not be without disruption, interruption or error. 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 due to any event beyond the Bank's reasonable control and the Cardholder shall have no claims against Bank if the Card Transactions and/or Contactless Transactions are not accepted or honoured by any Authorized Merchants or for any reason whatsoever.
- (w) The Cardholder acknowledges and agrees that the use of the Debit Card or performance of Card Transactions 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 or performance of Card Transactions and/or Contactless Transaction for goods or services supplied by any Authorized 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. The Cardholder shall resolve directly with the Authorized Merchant for any complaint arising out of such Card Transactions and/or Contactless Transactions.
- (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 Transactions, the Cardholder shall ensure that such cards are kept separately from the Debit Card to avoid collision transactions which would result in both cards being debited for the amount of the relevant transaction.
- (y) If the Account is overdrawn, the Cardholder shall, on demand by the Bank, make good the amount overdrawn plus interest chargeable which shall be calculated based on the Bank's Current Account prevailing overdraft interest rate (This is not applicable for both Savings and Current Account-i).
- (z) The Cardholder shall ensure that all Card Transactions (including Overseas Transactions as defined under Clause 19.1 below) adhere to the Foreign Exchange Notices ("**FE Notices**"). The Cardholder is advised to read and understand the FE Notices from Bank Negara Malaysia (BNM)'s website at <http://www.bnm.gov.my> - 'Foreign Exchange Notices' tab to ensure that all activities performed using the Debit Card comply with FE Notices at all times.



### 3.0 Contactless Transactions

3.1 There are three (3) types of Contactless Transactions:

- (a) MCCS Contactless – a Contactless payment method via MyDebit network that can be performed at any Point-of-Sales terminal which displays the MCCS Contactless logo;
- (b) Visa Contactless – a Contactless payment method via Visa network that can be performed at any Point-of-Sales terminal which displays the Visa Contactless logo; and
- (c) Mastercard Contactless – a Contactless payment method via Mastercard network that can be performed at any Point-of-Sales terminal which displays the Mastercard Contactless logo.

3.2 Contactless Transactions without PIN verification are capped at Ringgit Malaysia Two Hundred Fifty (RM250) per transaction (“**Contactless Transaction Limit**”). The Cardholder will be required to perform PIN verification for Contactless Transactions above Ringgit Malaysia Two Hundred Fifty (RM250).

3.3 Contactless Transactions without PIN verification are capped at Ringgit Malaysia Eight Hundred (RM800) per day or such other limit as may be set by the Cardholder in accordance with Clause 3.4 below (“**Contactless Daily Cumulative Limit**”). Any Contactless Transaction without PIN exceeding the Contactless Daily Cumulative Limit will be declined and the Cardholder will be required to perform PIN verification in order to proceed. The Contactless Daily Cumulative Limit resets on a daily basis and whenever the Cardholder performs a PIN verified transaction at the Point-of-Sales.

3.4 The default Contactless Daily Cumulative Limit is set at Ringgit Malaysia Eight Hundred (RM800). The Cardholder may at any time set their preferred Contactless Daily Cumulative Limit from RM0 to RM800 via Hong Leong Connect or at any Bank branch nationwide. If the Cardholder wishes to disable Contactless Transactions without PIN verification, the Cardholder should set the Contactless Daily Cumulative Limit as **zero, i.e. RM0**.

3.5 The Contactless Daily Cumulative Limit is a subset of the Cardholder’s retail purchase limit. Therefore, the Contactless Daily Cumulative Limit can never be greater than the retail purchase limit set by the Cardholder. The Contactless Daily Cumulative Limit will be by default match the retail purchase limit if the retail purchase limit is less than the Contactless Daily Cumulative Limit. For instance, if the Cardholder sets his/her retail purchase limit as Ringgit Malaysia One Hundred (RM100), the Contactless Daily Cumulative Limit will be Ringgit Malaysia One Hundred (RM100).

### 4.0 Cardholder’s Statement

4.1 The Statement will be incorporated in the passbook/statement of the Cardholder’s designated Saving/Saving Account-i or Current Account/Current Account-I (“**CASA/CASA-i**”) and the Cardholder can view their Statement for free via Hong Leong Connect which consists, amongst others, the Card Transaction and Posting Date of the Card Transactions performed by the Cardholder for the relevant period stated.

4.2 Upon request by the Cardholder, the 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 Ringgit Malaysia Ten (RM10) plus Ringgit Malaysia Two (RM2) per page for Statement up to **one (1)** year ago or Ringgit Malaysia Ten (RM10) plus Ringgit Malaysia Five (RM5) per page for Statement more than **one (1)** year ago per request.

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)** days after the receipt of the statement.

- 4.4 If the Cardholder for any reason whatsoever does not, within **fourteen (14)** 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)** CASA/CASA-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 authorize 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 Debit Card to the Bank.

## **6.0 Hold On Account**

- 6.1 The Bank may debit or place a hold on the Retail Purchase Account ("**Hold on Account**") for the amount of the Card Transactions 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 retail transactions made with Authorized Merchants who require such hold. If an Authorized Merchant requests for an authorization of any Card Transaction, the Bank may place a Hold on Account for the amount of the Card Transaction as set by the Authorized Merchant and agreed by the Cardholder. The balance available to the Cardholder for use in the Retail Purchase Account shall be reduced by the amount on hold.
- 6.3 Subject to the Daily Retail Purchase Limit and Current Balance in the Retail Purchase Account and the terms and conditions herein, the Bank shall for the following Retail Purchase Transactions place a Hold on Account for the following pre-authorization amounts ("**Pre-Authorization Amount**") up to twenty-one (21) calendar days or such other period as may be notified by the Bank:
- (i) in the case of Petrol Purchases by the Cardholder at automated fuel dispensers at petrol stations, the Pre-Authorization Amount is Ringgit Malaysia Two Hundred (RM200); and
  - (ii) in the case of any Retail Purchase Transaction other than as set out in Clause 6.3 (i) above, the Pre-Authorization Amount is the transaction amount set by the Authorized Merchant and agreed by the Cardholder.

- 6.4 Upon the Bank receiving proof of the actual transaction amount from the Authorized Merchant, the Bank shall release the Pre-Authorization Amount and debit the actual transaction amount to the Retail Purchase Account of the Cardholder.
- 6.5 The Cardholder may not stop payment on a Card Transaction. For the 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.
- 6.6 The Bank shall have 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 Transactions are presented to the Bank for payment. The Bank shall release the amounts on hold if the corresponding Card Transactions are not presented to the Bank for payment within such periods as the Bank deems 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 Transactions are likely to be or are presented for payment subsequently by the Authorized Merchants upon expiry of **twenty-one (21)** calendar days. The Cardholder agrees that all receipts forwarded by the Authorized Merchants for the Card Transactions via Transaction Receipts including confirmation receipts and acknowledgement shall be deemed final and conclusive evidence of usage by the Cardholder.
- 6.7 The Cardholder shall not use any of the amounts on hold, notwithstanding any other terms and conditions governing the Retail Purchase Account.
- 6.8 The Bank will only credit the Retail Purchase Account with refunds made by any Authorized Merchant or establishment in relation to any retail purchase/online purchases 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**

- 7.1 The Cardholder shall use all precautions to prevent the loss and/or theft of the Debit Card and the Cardholder shall not leave the Debit Card unattended nor disclose the Debit Card PIN and/or details to any third party. In the event of loss and/or theft of the Debit Card and/or disclosure of the PIN and/or details to any unauthorized person, the Cardholder shall as soon as reasonably practicable after the discovery of such event notify the Bank (if the event occurred in Malaysia) or the Visa Travel Service Centre or any member of Mastercard or its nearest affiliates (if the event occurred overseas) . The Cardholder fully understands that failure to take reasonable care and precaution in the safekeeping of the Debit Card may expose the Cardholder to the consequences of theft and/or unauthorized use of the Debit Card.
- 7.2 The Bank shall be entitled to act on telephone instructions received by the Bank from the Cardholder and/or the Cardholder's authorized representative (if applicable and as the case may be) ("**Authorized 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 Authorized Person regardless of the circumstances prevailing at the time of such instructions.
- 7.3 In the event of loss/theft of the Debit Card and the Debit Card is subsequently used by any unauthorized person for any Card Transactions, the Cardholder agrees that the Cardholder shall

be liable to the Bank for all unauthorized charges incurred including financial charges for any goods or services supplied by the Authorized Merchants, effected through the use of the Debit Card by the said unauthorized person until the date and time of receipt by the Bank of the Cardholder's notification specified under Clause 7.1 above and subject to the terms of Clause 7.6 herein.

- 7.4 The Cardholder agrees to authorize the Bank to dishonour the abovementioned original Debit Card in the event that same is presented to the Bank for payment after the receipt by the Bank of the Cardholder's notification specified under Clause 7.1 above.
- 7.5 In consideration of the Bank issuing the Cardholder a replacement of the original Debit Card, the Cardholder agrees and undertakes to hold the Bank free from liability and reimburse and pay the Bank upon the Bank's written demand all claims, demands, losses, damage, cost, charges and expenses which the Bank may incur and be liable for in the event the original Debit 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 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.
- 7.6 After the Bank has received notification in the manner stipulated under Clause 7.1 above from the Cardholder of the loss/theft of the Debit Card and if any unauthorized transactions have been made on the Debit Card, the Cardholder will not be liable for the unauthorized transactions and the Cardholder will not be liable for losses incurred that result from an unauthorized transactions that occurs 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 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 as soon as reasonably practicable after having found that the Debit Card is lost or stolen. If investigation discloses that the Cardholder is involved in the incurring of any unauthorized charges, the Cardholder shall be liable for all the unauthorized charges incurred, including financial charges, whether before or after the Bank's receipt of such written confirmation.

For the avoidance of doubt, unauthorized transactions stated above shall mean transactions of retail purchases and not ATM transactions. ATM transactions will encompass both withdrawals and interbank money transaction performed with the Debit Card. 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.

- 7.7 Notwithstanding Clause 7.6 above, the Cardholder will be liable for PIN-based unauthorized transaction if he has:
- (i) acted fraudulently;
  - (ii) delay in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of his Debit Card;
  - (iii) voluntarily disclosed his/her PIN to another person; or
  - (iv) record his/her PIN on the Debit Card, or on anything kept in close proximity with his/her Debit Card.
- 7.8 Notwithstanding Clause 7.6 above, the Cardholder will be liable for unauthorized transactions which require signature verification or with contactless card, if he/she has:
- (i) acted fraudulently;
  - (ii) delay in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of his/her Debit Card;
  - (iii) left his/her Debit Card or an item containing his/her Debit Card, unattended in places visible and accessible to others; or
  - (iv) voluntarily allow another person to use his/her Debit Card.

- 7.9 The Bank may, at the request of the Cardholder, but without being obliged in law, replace the lost, stolen or damaged Debit Card upon payment of a fee. The replacement Debit Card shall be subject to the terms and conditions in these Terms and Conditions as if it was the original Debit Card.
- 7.10 Upon the expiry of the Debit Card or when demanded by the Bank upon cancellation, revocation or suspension of the Debit Card by the Bank or upon finding the Debit Card after notification of its loss or theft, the Cardholder shall not have any further right to use the Debit Card and shall immediately cut the Debit Card in half and return the same to the Bank.

## **8.0 Termination by the Cardholder**

- 8.1 The Cardholder may at any time terminate the use of the Debit Card by written notice to the Bank and returning the Debit Card 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 prior to the receipt by the Bank of such written notice of termination and return of the Debit Card 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, the printed monthly Statement, Card Replacement Fee, Cash Withdrawal Fee via MEPS network, Visa PLUS/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 authorize the Bank to debit the Account with such Fees, commissions and/or charges. In the event the Cardholder does not authorize 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 authorize 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 shall at its discretion 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. For the full list of fees and charges, please visit our website [www.hlb.com.my/dc1](http://www.hlb.com.my/dc1) or scan here:



- 9.3 The Annual Fee is not chargeable on the issuance of the Debit Card and it will only be charged on the anniversary date. The Annual Fee may be varied by the Bank from time to time. The Annual Fee shall not be refunded.

9.4 The replacement Debit Card shall be subject to the terms and conditions in these Terms and Conditions as if it was the original Debit Card.

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

10.1 The Fee and all other monies to be paid by Cardholder to the Bank under these Terms and Conditions, including any amount representing reimbursements to be paid by 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 payments/liabilities/obligations 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 Taxes which may be required under any laws 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 taxing 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 Transactions**

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 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 Cardholders. The Cardholder can perform the Daily Cash Withdrawal Limit setting at any branches of the Bank or ATMs of the Bank 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 Twenty Thousand (RM20,000) for Generic and 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 branches of the Bank 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 branch of the Bank or via Hong Leong Connect and such Temporary Daily Retail Purchase Limit is applicable for the time period selected by the Cardholder ("**Date Range**"), 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 Twenty Thousand (RM20,000) 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 branches of the Bank 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 Cardholders. The Cardholder can perform the Daily Transfer Limit setting at any branches of the Bank or ATMs of the Bank.
- 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 amount/limit or totally opt out of this SMS transaction alert service. The Cardholder can obtain the SMS transaction Alert Service Maintenance Form ("**Form**") from the nearest Hong Leong Bank branches or the Bank's website at [www.hlb.com.my](http://www.hlb.com.my). 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/ opt out the SMS transaction alert service.

## 12.0 Shariah Compliance

- 12.1 Where the Retail Purchase Account linked to the Debit Card be a Savings Account-i or Current Account-i, the Debit Card can only be used for the purchase of Shariah-compliant Goods and Services. The Debit Card shall not be used at any merchants who are in the business of providing

non-Shariah compliant Goods and Services and/or for any non-Shariah compliant transactions categorized by the following Merchant Category as per below:

- (i) Bars, Cocktail Lounges, Discotheque, Nightclubs and Taverns
- (ii) Packages Beer, Wine and Liquor
- (iii) Cigar Stores and Stands
- (iv) Gambling Transactions
- (v) Gambling-Horse Racing, Dog Racing, Non-Sports Intrastate Internet Gambling
- (vi) Dating and Escort Services

Note: The above list of Non-Halal merchants/Non-Shariah compliant activities may be updated from time to time.

### **13.0 Undertakings of the Cardholder**

- 13.1 Save and except for damages arising directly from the Bank's wilful default or gross negligence, the Cardholder agrees and undertakes to reimburse and pay the Bank on the Bank's written demand all claims, demands, losses and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be 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 these 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.

### **14.0 Suspension, Cancellation and Termination**

- 14.1 The Bank reserves the right to withdraw or suspend at its discretion the Debit Card and/or any of the Services and in such circumstances if the Bank so deems fit to terminate use of the Debit Card by the Cardholder with written notice to the Cardholder. It is further agreed that the Bank is under no obligation whatsoever to reveal the reason for the termination of use of the Debit Card.

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

- 15.1 The Bank is entitled at any time at its discretion to refuse to approve any Card Transaction notwithstanding that there is Current Balance available in the Cardholder's Account allows for any such Card Transaction (i.e. there is sufficient funds in the Account).
- 15.2 The Bank is entitled at its discretion to:
- (a) suspend the Cardholder's right to use the Debit Card entirely or in respect of specified privileges.
  - (b) refuse to re-issue, renew or replace the Debit Card, without in any case, affecting the obligations of the Cardholder under these Terms and Conditions which will continue in force, and there will be no refund of any Annual Fee or other fees paid if the right to use the Debit Card is suspended by the Bank or if the Debit Card is not renewed or replaced.
- 15.3 Without prejudice to other provisions in these Terms and Conditions, 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 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 realized pursuant to these Terms and Conditions or under any other security or guarantee to the credit of a separate non-interest/income bearing account in the name of the Cardholder as the Bank shall deem fit without an immediate obligation on the part of the Bank to apply the same 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 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 Cardholder 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 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 authorizes 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 the Debit Card or any Statement or other communication made in connection therewith, or any defect or deficiency in goods or services. The Cardholder must liaise directly with the Authorized 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 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 interest or 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 under Clause 18.2 herein;

- (b) credit the remaining amount of the disputed Card Transaction (including any interest or 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) herein 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 the Cardholder is required to pay the amount transacted or is refunded by the Authorized 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 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; 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 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 withholds 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 its obligations under Clause 18.2, in the event of any chargeback due to a complaint or dispute raised by the Cardholder pertaining to Overseas Transactions (as defined under Clause 19.1 below) 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 to perform Card Transaction(s) and ATM Card Transactions outside Malaysia ("**Overseas Transactions**") where there are Authorized Merchants and/or Authorized Cash Outlets provided that the Cardholder has opted to allow Overseas Transactions to be performed on the relevant Debit Card in accordance with Clause 20.1 herein.
- 19.2 All Overseas Transactions 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 for cash withdrawal through designated ATMs installed in such approved countries as shall be determined by the Bank and/or any of Visa /Mastercard subject to all such charges imposed by Visa/Mastercard and/or the Bank including all such charges stipulated under Clause 19.5 and Clause 19.6.

- 19.4 Where the Cardholder uses the Debit Card at ATMs and merchant outlets under the Visa /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 Visa/Mastercard at its discretion.
- 19.5 Card Transactions effected in currencies other than Ringgit Malaysia will be converted into Ringgit Malaysia on the date it is processed by Visa or Mastercard at the foreign exchange rate determined by Visa or Mastercard. The following additional fees will be charged on the conversion:
- (i) 1% transaction fee charged by Visa and/or Mastercard; and
  - (ii) 1% foreign exchange conversion mark-up imposed by the Bank.
- 19.6 For certain Overseas Transactions, the Cardholders are given the option to use the DCC service to convert their transactions in foreign currency into Ringgit Malaysia. However, if DCC is selected:
- (i) the foreign exchange rate used by the merchant may be higher than the exchange rate determined by Visa or Mastercard; and
  - (ii) the Cardholder will be charged a 1% transaction fee on the converted Ringgit Malaysia amount, and such fees are imposed by Visa or 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 under 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 charges stated under Clause 19.5 shall apply.
- 19.8 Notwithstanding Clause 19.7, if the financial institution of the overseas merchant effects/authorizes 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 MCF Enabled Account.
- 19.9 For Card Transaction that is effected from the MCF Enabled Account in foreign currency:
- (i) If there is any refund by Authorized Merchant within sixty (60) 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 to Ringgit Malaysia at the Bank's prevailing exchange rate at the time the Bank credits refund to the Cardholder's MCF Enabled Account.
  - (ii) if the Authorised Merchant presents a request for refund more than sixty (60) 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 The Cardholder shall comply with the Foreign Exchange Notices issued by Bank Negara Malaysia (BNM) in respect of any transactions, including Overseas Transactions, as made available on BNM's website. The 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 Transactions and/or Card-Not-Present Transactions unless he has registered his instruction to opt-in to perform the Overseas Transactions and/or Card-Not-Present Transactions via Hong Leong Connect, Bank's ATMs, visit any of the Bank's branches or contact the Bank's Contact Centre at **03 – 7626 8899**, failing which, the said Overseas Transactions and/or Card-Not-Present Transactions will be rejected.

## **21.0 Payment Platform or Network**

21.1 Although the Bank's Debit Card supports MyDebit which only applies within Malaysia, and Visa/Mastercard which allows the Debit Card to be accepted both overseas and in Malaysia, when the Debit Card is used at Authorized Merchants in Malaysia, it is subject to the Authorized Merchants' choice of network (i.e. either MyDebit or Visa/Mastercard) for purposes of processing the payment.

21.2 The Cardholder is not allowed to request the Authorized Merchant to change their chosen debit card network.

## **22.0 Successors**

22.1 These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Cardholder and the Bank respectively.

## **23.0 Governing Law & Jurisdiction**

23.1 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 Bank may deem fit. The Cardholder agrees that where any actions or proceedings are 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.

If you have any enquiries regarding the terms and conditions, you may seek clarification from our staff who attended to you. Alternatively, please email us at [hlonline@hbb.hongleong.com.my](mailto:hlonline@hbb.hongleong.com.my) or call 03-7626 8899.

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