

## **GENERIC TERMS & CONDITIONS APPLICABLE FOR ALL DEPOSIT ACCOUNTS / PRODUCTS / SERVICES**

The following generic terms and conditions (GTC) shall apply to the depository accounts and other banking facilities and services of Affin Bank Berhad ("the Bank").

### **1. General**

- 1.1 The following generic terms and conditions (GTC) shall apply to the Bank's depository accounts and some of its banking facilities and services.
- 1.2 Words which refer to the singular shall include the plural and vice versa; and masculine gender shall include the feminine and neuter gender and viceversa.
- 1.3 Where there are two or more persons comprised in the term "the Customer" refers to all instructions, agreements and obligations shall be deemed to have been issued by and binding upon such persons jointly and severally and the Bank may act on such notices or instructions without enquiry; and any notice given by the Bank to any one of such persons shall be sufficient notice to all the accountholders. Should Customer has appointed an Authorised User(s), all references to the "Customer" shall also refer to his/her Authorised User.
- 1.4 Reference to time of a day shall be construed as reference to Malaysian time and reference to any law includes any amendments to the law.
- 1.5 Protected by Perbadanan Insurans Deposit Malaysia up to RM250,000 for each depositor.

### **2. Account Opening**

- 2.1. The Accounts and the Services will be available to individual persons, sole proprietorships, partnerships, limited liability partnerships, companies, societies, statutory bodies and such other entities whose application for Accounts and/or Services is accepted by the Bank.
- 2.2. Customer shall observe the minimum age requirement specified by the Bank for each deposit account. Customers below the age of eighteen (18) years must complete the application form wherein the parents or legal guardian is required to sign the letter of indemnity and submit to the Bank with supporting documents as specified by the Bank. The Bank may vary such requirement(s) from time to time.
- 2.3. An account shall be opened with not less than the minimum initial cash deposit as determined by the Bank from time to time. A minimum balance as determined by the Bank shall be maintained by the Customer for each type of account thereafter.
- 2.4. The acceptance and continuance of an account and products/services shall be entirely at the discretion of the Bank and the Bank shall not be bound to disclose reason for any non-acceptance or discontinuance or closure of account.

### **3. Deposits and Withdrawals**

- 3.1. Upon acceptance of a deposit by the Bank, the pay-in slip (PIS) will either be machine validated, date-stamped or manually received under the signature of an authorized officer of the Bank. A duplicate copy of the PIS will be given to

the Customer. Where the PIS is machine validated, the Customer should check that the particulars are correctly printed on the slip before leaving the Bank's premises. If there is any error, the Customer shall immediately report it to the Bank.

- 3.2. Where the Bank has provided a special service / facility via Cash Deposit Machine (CDM)/Cheque Deposit Machine (CQM) to receive cash and cheques, the Customer shall follow the prescribed procedures correctly.
- 3.3. Every deposit [whether made via Cheque Deposit Machine (CQM), at the counter or by Drop Box] shall only be deemed to have been made if verified by the Bank staff, duly cleared and such deposit is entered into the Bank's records.
- 3.4. The Bank reserves the right to refuse to accept for collection cheques and other monetary instruments which in the Bank's opinion are irregular in any manner or which may have been altered in any way notwithstanding that the alteration may have been countersigned by the drawer.
- 3.5. All cheques and other monetary instruments may be received for collection but the proceeds will not be credited/available until the Bank has received payment for the same cheques and other monetary instruments which are deposited into the Customer's account may not, except by special arrangement be drawn against until the proceeds have been received by the Bank.
- 3.6. The Bank is entitled to debit the Customer's account with the value of cheques previously purchased / discounted for or credited to the Customer's account if such cheques are dishonoured.
- 3.7. Cheques received for collection but dishonored may be returned to the Customer at his/her own risk and expense.
- 3.8. The Bank may refuse to accept any deposits or withdrawals whenever there is a breakdown or failure in the on-line computer system affecting any branches of the Bank whether such breakdown or failure be total or partial.
- 3.9. Withdrawal shall be made by Customer:
  - a) During banking hours at the Branches where the account is maintained.
  - b) At any Branches of the Bank subject to any terms and conditions as may be imposed by the Bank.
  - c) Through the Automated Teller Machine (ATM). Customer hereby agrees that any withdrawals via the ATM shall be in accordance with the terms and conditions applicable to the ATM as determined by the Bank.
- 3.10. Withdrawal over the counter at the Branches of the Bank made by Customer shall be accompanied by the prescribed withdrawal slip or any form issued by the Bank and subject to such production of proof of identity as the Bank may require. The Bank reserves the rights to refuse Customer's request for withdrawal if the Customer failed to fulfill the terms and conditions or in any manner as the Bank deems fit.

#### **4. Joint Account**

- 4.1. Joint accounts are opened for two or more persons.
- 4.2. Joint account mandate cum indemnity must be completed for opening of

Current Account or Savings Account/ Current Account or Savings Account-Islamic & Fixed Deposits or Term Deposits-Islamic (CASA/CASA-i & FD/TD-i) joint accounts.

- 4.3. All agreements, obligations, powers, authorities and liabilities herein contained in these Terms and Conditions shall be deemed to be joint and several. The Bank shall discharge its obligation by notifying any person named in the joint account.
- 4.4. Where the account is opened and maintained in joint or more names, the Customers agree that in the event of death of any of the account holders:
  - a) The Bank shall hold the monies in the account to the order of the survivor(s) notwithstanding the claims of any legal representatives without prejudice to any of the Bank's right arising out of any lien, mortgage, charge, pledge, set-off, counter-claim or otherwise howsoever. Payment to the survivor(s) shall be complete discharge of the Bank.
  - b) The remaining account holder(s) authorize the Bank to accept the signature jointly or severally of the remaining account holder(s) as sufficient mandate to continue with the operation of the account and the Bank shall not be liable to any claim from any party, which may arise in exercising such mandate. In the event of death of any one of the account holders, the remaining account holder(s) authorize the bank to accept the signature jointly or severally of the remaining account holder(s) as sufficient mandate to continue with the operation of the account and the Bank shall not be liable to any claim from any party, which may arise in exercising such mandate.

## **5. Partnership Account**

- 5.1. In the case of a partnership, the authority first given shall remain in force until revoked in writing which revocation must reach the Bank and must be duly acknowledge by the Bank notwithstanding any change in the constitution or name of the firm or any change in the membership of the firm by death, bankruptcy, retirement or otherwise or the admission of any new partner or partners. The Bank shall be entitled to treat the surviving or continuing partners or partner for the time being as having full power to carry on the business and to deal with its assets if there had been no change in the firm.
- 5.2. With respect to Joint Accounts, either to operate mandate, the Bank shall have the discretion to reject / accept any cheque that is not made payable to all the named Customer(s).

## **6. Instructions**

- 6.1. The Customer shall supply the Bank with a list of the names and specimens of the authorized signatures and shall from time to time inform in writing of any change, where applicable, with a certified true copy of a resolution which shall be conclusive evidence. The Customer shall ensure that his signature on cheques, instructions and communication with the Bank corresponds to that given in the specimen signature, failing which the Bank has the sole discretion to decline acting on the same. Notwithstanding the foregoing, the Bank shall be entitled to act on a Customer's cheque, instructions or communication although the Customer's signature differs from that given in the specimen signature if the cheque, instructions or communication did, in fact, emanate from the Customer. Notwithstanding the foregoing, the Bank shall not be liable by reason of any compliance or failure to comply with the Customer's or communication in

respect of any cheque or banking instrument.

## **7. Bank Charges**

- 7.1. A list of the Bank's fees and charges for depository services and banking facilities and services, as may be imposed and/or revised by the Bank from time to time as it deems fit by giving twenty-one (21) days prior notice, shall be made available upon request.
- 7.2. Please refer to <https://www.affinonline.com> for The Bank latest Tariff of Charges and also to be made available at branches.

## **8. Statement**

- 8.1. For statement-based accounts, a statement shall be rendered once a month or at such other frequency determined by the Bank from time to time. The said account statement shall be conclusive and binding upon the customer unless the Bank is notified immediately in writing of any errors / irregularities within 14 days of the date of the account statement. Account statements are also made available online via [affinOnline.com](http://affinOnline.com).
- 8.2. Request by the customer for additional account statement (in hardcopy) shall be subject to the applicable service charge fee.

## **9. Change of Address, Signature(s) or Particulars**

- 9.1. The Customer undertakes to promptly advise the Bank in writing of any changes of address or signature(s) or other particulars, failing which the Bank shall be discharged from all liability upon sending any notices to the last known address.
- 9.2. Any statement of account, correspondence or notice to the Customer may be delivered by hand or sent by prepaid post to the Customer's address stated in the Bank's application form or to such other addresses or e-mail address notified by the Customer to the Bank from time to time and shall be deemed to have been duly received by the Customer within seven (7) working days of posting. Any failure on the part of the Customer to notify any change of his / her address, e-mail address resulting delay or return of any Statement, correspondence and notice shall not prejudice the Bank's rights and entitlement under this Terms and Conditions.
- 9.3. The last known address, e-mail address and contact number of the Customer shall be the correct address, e-mail address and contact number of the Customer in the absence of any acknowledged change of address, e-mail address and contact number by the Bank. Burden is on the Customer to prove that the Bank has acknowledged and effected the changes, if any.
- 9.4. Customers are required to update his/her specimen signature, PDPA consent, FATCA & CRS declaration when applicable or necessary.

## **10. Service of Notice and/or Summon and Statement of Claim**

- 10.1. The parties hereby agree that the service of any notice and / or summons and Statement of Claim arising out of the same by post to the Customer's last known address stated in the Bank's application form or to such other address notified by the Customer to the Bank from time to time shall be deemed to have been served at the time of posting of the Notice and / or Summon and

Statement of Claim.

**11. Dormant Account and Unclaimed Monies**

- 11.1. Customer agrees that if no transactions are carried out on the account(s) for a specified period or any other period determined by the Bank at its absolute discretion, the Bank may consider that the account(s) as dormant and may impose a charge or fee or close that account(s).
- 11.2. All account with no financial transaction for a period of 12 months or more are classified as dormant.
- 11.3. Once an account is considered dormant, Customer may either choose to reactivate or close the account(s) before the available funds are transferred to the Registrar of Unclaimed Monies.
- 11.4. The Bank shall at least 21 calendar days by notify the customers prior to the unclaimed moneys are transferred to the Registrar of the Unclaimed Monies.
- 11.5. Customer agrees that under the prevailing Unclaimed Monies Act 1965 or any statutory amendments thereto, any moneys in the account(s) not operated for seven (7) years must be gazetted as “Unclaimed Monies” and shall be remitted to the Registrar of the Unclaimed Monies and the account(s) will then be closed by the Bank.

**12. Freezing of Account**

- 12.1. The Bank may exercise its discretion without notice to the customer to freeze the Account at any time pursuant to or by virtue of any laws, court orders, regulations and or enactments upon the occurrence of any one of the following events: -
  - a) Operations of the account not in accordance with applicable laws, rules, regulations, bank’s T&Cs;
  - b) When information / documents provided to the Bank for opening the Account later had been found to be false / incorrect / tampered / a misrepresentation of identity;
  - c) When any cheques / monetary instruments / sums that has been credited into the Account are as a result of any forged / tampered instruments / instructions / fraudulent transactions, with / without the involvement of the Account holder;
  - d) When complaints had been made by third parties with police / the Bank that the Account has been used for conducting any fraudulent transactions / deposits / scams / soliciting illegal deposits, provided further the Bank’s discretion on freezing the Account shall be in its sole opinion and discretion based on its own internal investigation or information made available to it by the police / authorities;
  - e) In the event of death of the account holder and such account shall cease or be lifted upon presentation to the Bank of a grant of probate or letter of administration by the deceased’s successor(s) or any other related forms from the Land Office and/or any other approved bodies under the relevant legislation prevailing at such time is furnished to the Bank;
  - f) Bankruptcy / winding-up order;
  - g) When the Bank is required to freeze the account by BNM / the authorities under any applicable laws.
  - h) Provided further that, after freezing of the account, the Bank in its sole and

absolute discretion as it deems fit, may transfer the amount frozen / available balance to a non-interest/ income bearing account until the resolution of the relevant issues connected with the account / as instructed by the court / authorities.

- 12.2. Notwithstanding anything in this Terms and Conditions, the Bank's rights and entitlement under this Terms and Conditions shall continue to remain in full force and effect and shall survive any cancellation and suspension of the Account by the Bank.

### **13. Suspension of Account**

- 13.1. Notwithstanding any provision to the contrary herein set out, the Bank may decide to suspend, block or restrict the use of the account(s) by giving reasonable notice to the customer unless otherwise required by regulatory bodies/ agencies/ court orders upon the happening of the following events or any of them:
- a) If the Customer breaches any provisions set out in this Terms and Conditions in any way whatsoever;
  - b) The Customer dies or becomes insolvent, committing an act of bankruptcy, or in the case of the Customer being a company, a petition is presented for its winding up or a resolution is passed for its voluntary winding up;
  - c) The Customer failing to pay any other indebtedness owed to the Bank when due;
  - d) If in the opinion of the Bank, the Customer's line of credit with the Bank (including any other account the customer may have with the Bank or any other institutions) is or has not been operated satisfactorily and/or if the Customer commits or threatens to commit a default of any provision of any agreement or security documents or both (as the case may be), relating to other accounts or loan facilities granted by the Bank or any other institution to the Customer of the other parties in which the customer is a guarantor or chargor or assignor; or
  - e) Any order for execution, writ of attachment, garnishment or any other legal proceeding is issued against the a Customer

### **14. Closure of Account**

- 14.1. The Customer may close any or all of the account(s) by giving written notice and notify the Bank. For joint accounts, the closure of the account shall be in accordance with the terms and/or conditions of the mandate given to the Bank by the account holder.
- 14.2. For closing of Company Current Account customer is to furnish the Board of Director's Resolution that has been certified true copy by Company Secretary together with written letter of closing instruction.
- 14.3. The Customer agrees that the Bank reserves its right to: -
- a) Any Account(s) with zero balance are to be closed after 180 days by the system with prior notice to the Customer.
  - b) Any Account that in the opinion of the Bank, has been unsatisfactorily conducted.

- c) Any Account with debit balances due to service charge or penalty charge for Dishonoured Cheques Information System (DCHEQS)

14.4. All unused cheque leaves for current account both company and individual must be returned to the Bank for cancellation.

## **15. Rights of Consolidation and Set-off**

15.1. The Customer agrees that the Bank, at any time, upon giving seven (7) days prior notice to the Customer, may combine, consolidate or merge all or any account(s) of the Customer 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 to the credit of any such account(s) including joint accounts in or towards discharge of any sums due to the Bank under any account(s) of the Customer with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency and the Customer 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.

## **16. Indemnity**

16.1. The customer undertakes to indemnify the Bank against claims, damages, demands, actions, proceedings, losses and expenses (including legal costs as between solicitors and own client) and all other liabilities of whatsoever nature or description which may be made, taken, incurred or suffered by the Bank in connection with or in any manner arising out of the provision of any services by the Bank pursuant to the Terms and Conditions or the acceptance of any instructions given by the Customer or breach by the Customer of any provisions of the Terms and Conditions unless such expense, loss, damage or liability is attributable to the default, negligence or fraud of the Bank. The liabilities of the Customer shall be continuing liability and will remain in full force and effect until the liability of the Customer to the Bank is fully discharged.

16.2. The Customer shall indemnify the Bank against any loss which the Bank 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 Customer for collection and every such guarantee given by the Bank shall be deemed to have been given at the Customer's expressed request in every case.

## **17. Law**

17.1. This Terms and Conditions shall be governed by and construed in accordance with the Laws of Malaysia. The Customer hereby agrees to submit to the jurisdiction of the Courts of Laws in Malaysia. The Customer hereby agrees that service of any process may be affected by posting the same to the Customer in the manner set out in Clause 10.

## **18. Rules and Regulations**

18.1. Wherever applicable, Customer shall comply with the Notices on Foreign Exchange Administration Rules (Foreign Exchange Administration Rules)

issued by Bank Negara Malaysia (BNM) in respect of any transactions, including overseas transactions.

- 18.2. Customer authorises the Bank to take any steps to comply with the relevant and prevailing Foreign Exchange Administration Rules and any rules issued by Bank Negara Malaysia from time to time in respect of any transactions. Where applicable, the Customer shall comply with the prevailing Foreign Exchange Administration Rules issued by Bank Negara Malaysia as the 'Exchange Control Authority'.
- 18.3. The Bank may be obliged under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities 2001 and / or other laws and regulations to report certain transaction to Bank Negara Malaysia and / or other relevant authorities and the Customer(s) hereby consent to the same and agrees that the Bank, its officers and employees shall be under no liability for making such reports.

## **19. Group Privacy Clause**

- 19.1. The Customer hereby confirm that he / she has read, understood and agreed to be bound by the Group Privacy Notice of the Bank and the clauses herein, as may relate to the processing of his / her personal information. For avoidance of doubt, the Customer agree that the said Group Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions
- 19.2. Please refer to our Group Privacy Notice available by walk-in at any Affin Bank Berhad Group offices or branches or on the website at [www.affinonline.com](http://www.affinonline.com)

## **20. Tax**

Any sum set out in herein or otherwise payable by any party to any other party hereto shall be deemed to be exclusive of tax which is chargeable on the supply (or supplies) for which such sum is (the whole or part of) the consideration of tax purposes. The Bank's charges exclude tax that would be imposed in the future. Upon implementation of such tax, the Bank will be entitled to recover from the Customer any tax that the Bank is required by law to collect.

## **21. Force Majeure**

- 21.1. Force Majeure means any cause beyond the reasonable control of the Bank, including without limitation, failure, or disruption of any mechanical or electronic device, data processing system or transmission line, utilities or communication systems, sabotage, fire, flood, earthquake, explosion, acts of God, strikes, industrial dispute, riots, act of terrorism or war or any monetary or exchange control restrictions.
- 21.2. The Bank shall not be liable to the Customer or any third party for any inconvenience, injury, expense, liability, damages if any of the events below is caused by Force Majeure: -
  - a) In the event the Bank is unable to perform any of its obligations hereunder or to provide any of the Services; or
  - b) If funds credited or debited from the Account becomes inaccessible or diminish in value.
- 21.3. Where any currency in which the Bank must make payment becomes unavailable due to restrictions on convertibility or transferability or Force



Majeure, the Bank may make payment in such other currency at the exchange rate determined by the Bank.

## **22. Change of Terms and Conditions**

- 22.1. The Bank shall have the right to review and revise any of these Terms and Conditions from time to time by giving out twenty-one (21) days prior notice, via posting on the Bank's website or a written notice to the Customer. Customer is advised to refer to the updated terms and conditions at the Bank's website at [www.affinonline.com](http://www.affinonline.com) from time to time. The latest Terms and Conditions made available on the Bank's website shall supersede all previous terms and conditions made between the Bank and Customer under these Terms and Conditions.
- 22.2. The Customer agrees to accept and abide by any changes or amendments to the aforesaid terms and conditions including any new terms and conditions which the Bank at its discretion may impose.
- 22.3. These Terms and Conditions shall be subject to and governed by the rules, regulations and guidelines from time to time issued by Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies made pursuant to applicable laws

## **23. Declaration**

- 23.1. Customer acknowledges that the Bank may require to carry out due diligence upon opening of account or from time to time and customer agrees to accept and sign such forms or declarations including Personal Data Protection Act (PDPA) consent, Foreign Account Tax Compliance Act (FATCA)/ (Common Reporting Standard (CRS) declaration and any other declarations requested by the Bank, and that by not doing so may result in the Bank suspending, closing or refuse with the opening of the account or any manner which the Bank deems fit.
- 23.2. The requirements under FATCA/CRS forms part of the terms and conditions governing Customer's relationship with the Bank and shall be binding on Customer to the fullest extent.
- 23.3. The Bank and its related companies and affiliates are subject to and required to, or have agreed to comply with FATCA ("FATCA Reporting Requirement"). In view of this, the Bank is required to collect information on each of its Customers under the FATCA Reporting Requirement. If Customer is a U.S. Person, the Bank may need to furnish the Inland Revenue Board of Malaysia ("IRBM") with Customer account information, which may then be shared with the U.S. Internal Revenue Service (IRS).
- 23.4. The Bank and its related companies and affiliates are required to comply with CRS Rules ("CRS Reporting Requirement"). In view of this, the Bank is required to collect information on Customer tax residence(s) under applicable tax regulations. If Customer is not a tax resident of Malaysia, the Bank may need to furnish the IRBM with Customer account information, which may then be shared with other tax authorities of the CRS participating jurisdiction.
- 23.5. Customer confirms that the declaration given under FATCA/CRS or any other declarations required by the Bank is true, correct, and complete.
- 23.6. Customer authorises the Bank to provide, directly or indirectly, to any relevant

tax authorities or any party authorised to audit or conduct a similar control for tax purposes and to disclose to such tax authorities or such party for any additional information.

- 23.7. Customer agrees to submit to Bank a new form within 30 days if any certification or declaration in FATCA/CRS becomes incorrect.
- 23.8. Customer shall be responsible for complying with such regulations and limits, and amendments thereto and the Customer maybe required to indemnify against all claims, liabilities and damages arising from the Customer failure to comply.
- 23.9. Customer shall be responsible for any violation or non-compliance of such regulations and any amendment thereto.

## **24. Miscellaneous**

- 24.1. In the event of complaint relating to the account, Customer may lodge a note with the respective branch at which the account is maintained. Alternatively, Customer may complete Online Feedback Form which is available at <http://www.affinonline.com> or by email to [yourvoice@affinbank.com.my](mailto:yourvoice@affinbank.com.my)
- 24.2. In addition to any provisions herein, the Bank shall freeze or suspend the operation of all current/deposit accounts of customers in accordance with the terms of any court orders (bankruptcy, winding-up, injunctions, garnishees to name a few) or show-cause applications served on it and the Bank shall not be liable for any damages suffered by the Customer as a result of such freeze or suspension. The Bank shall also be at liberty to remove such freeze or suspension upon receipt of court orders to the effect.

**The GTC above will apply to all types of accounts / products / services and the specific terms and conditions set out hereunder shall form part of and be read with the GTC**

## **SPECIFIC TERMS & CONDITIONS**

### **25. STANDING INSTRUCTION(SI)**

- 25.1. The Customer undertakes to ensure that sufficient funds are kept in their account to meet payment.
- 25.2. Although the Bank will endeavor to effect such periodical payments, it accepts no responsibility to make the same, and accordingly the Bank shall not incur any liability through any error, refusal or omission to make all or any of the payment or by reason of late payment or by an omission to follow any such instruction unless such error, refusal or omission is attributable to the default, negligence or fraud of the Bank.
- 25.3. The Customer hereby agrees that neither the Bank nor any of its branches, correspondents or agents will be held liable for any loss or damage due to errors or delays or defaults of any kind in the transmission or delivery of any message in execution of the SI by mail, telephone, cable or wireless, including such as may result from the use of codes or due to any act or decree legal or illegal of any government or government agency or due to the failure of any

branches, correspondent or agent to identify the payee in making payment unless such loss or damage is attributable to the default, negligence or fraud of the Bank.

- 25.4. This SI is subject to any arrangement of existing arrangement or future arrangement between the Customer and the Bank in relation to the Customer's account or any banking accommodation afforded to them.
- 25.5. The Bank may at its absolute discretion terminate this SI as to future payments at any time by notice in writing to the Customer or without notice at any time being advised by the above named payee that no further payment is required, or without assigning any reason therefore.
- 25.6. This SI will remain effective for the protection of the Bank in respect of payments made in good faith notwithstanding the Customer's death or bankruptcy or the revocation of this SI by any other means until notice of the Customer's death or bankruptcy or of such revocation is received by the Bank.
- 25.7. A commission / service charge at the Bank's prevailing rate will be levied for each periodic payment effected by the Bank. This charge does not include the incidental postage and/or stamp duty and the charges of your branches, correspondents or agents which may also be applicable.
- 25.8. The Bank may at its discretion levy a charge on each SI payment not effected for lack of fund.
- 25.9. The Customer further undertakes to notify the Bank in writing of any change, alteration or cancellation at least one week before payment. However, the Bank is at the discretion whether to comply with such notification and shall not be obliged to give the Customer any reason(s) thereof.

## **26. MyDebit Card**

- 26.1. The MyDebit (the Card) issued shall remain the property of the Bank and the Customer shall return the Card to the Bank upon request.
- 26.2. The Card is issued strictly for the Customer's own use and shall not be transferred, pledged or otherwise use as security for any credit transaction.
- 26.3. The Customer shall not reveal or cause to reveal his / her secret Personal Identification Number (PIN) to anyone including the staff of the Bank under any circumstances. If the Customer's PIN is discovered or is suspected to be known to any other person, he/she shall notify any branch of the Bank immediately and confirm the same in writing.
- 26.4. In the event of any loss, theft or destruction of the Card, the Customer shall notify the Bank immediately, failing which, he / she shall be liable for any transaction or use of the Card to the extent of the limit of RM3,000 per Card per day or such other subsequently revised amount that the Customer can withdraw per day inclusive of fund transfers that may be imposed by the Bank from time to time, calculated on a daily basis until of such notification.
- 26.5. However, Customer may have to go to the branch to increase the withdrawal limit up to RM5,000 only.
- 26.6. All replacement and renewals of the Card shall be subject to the terms and conditions which are in force at the date of replacement or renewal.

- 26.7. The Customer agree and undertake to pay all such charges as the Bank at its discretion may impose from time to time by giving twenty-one (21) days prior notice in respect of the issuance / replacement / annual card fee and for transactions performed by the Customer with the use of the Card. The Customer shall on demand by the Bank make good any amount overdrawn plus any interest thereon which shall be calculated based on the Bank's prevailing overdraft interest rate in the event that the Customer's account becomes overdrawn.
- 26.8. The balance stated in the Customer's account which is displayed on the ATM screen shall not include any deposits not verified by the Bank and/or the proceeds of any cheques or negotiable instruments not realized and will not include any cheque which the Customer have issued and have still not been processed by the Bank. The balance displayed or printed shall not be taken as conclusive of the state of the Customer's account with the Bank. The Bank may from time to time consolidate the MyDebit transactions perform on the Customer savings account and reflect them on his/her passbook as two postings for deposits and withdrawals respectively.
- 26.9. The Customer shall advise the beneficiary of the transfer on his/her own as the Bank will not do so. All transactions arising from the use of the MyDebit to operate a designated joint account shall be binding on all the account holders jointly and severally. The Customer shall not hold the Bank liable in any way for any loss, damage or injury arising from the use of the Card howsoever caused by any mechanical defect in or malfunction of the ATM or the Card not being honored or otherwise.
- 26.10. The Bank reserves the right at any time to cancel or suspend the use of the Card or to refuse reissue, renewal or replacement of such Card without assigning any reason(s) thereto with or without prior notice. The Customer shall not use the Card after he/she have been notified of its cancellation or suspension by the Bank and the Customer undertakes to return the Card immediately to the Bank upon such notification. The Customer may terminate this Agreement upon giving notice in writing or upon closing his / her account with the Bank and the Customer here by under takes to return the Card immediately to the Bank.
- 26.11. With the activation of 'Contactless' purchase function in MyDebit card, the Customer shall:
- a) Accept full responsibility for the risk of 'pin less' purchase transaction at any Point-of-Sales Terminals (POS).
  - b) Ensure the MyDebit is always in his/her custody and not to surrender to any third party to allow the 'contact less' transaction at any 'Contactless' device terminal.

## **27. AFFINBANK VISA DEBIT CARD (FOR SAVING ACCOUNT OR CURRENT ACCOUNT)**

- 27.1. Customer has the option to choose and apply for AFFINBANK Visa DebitCard.
- 27.2. The Bank agrees to issue Visa Debit Card to allow Customer to withdraw cash, check balances, make purchases, payments and transfer transactions on Customer's account. The Visa Debit Card will be provided in Customer's name and for sole use.

- 27.3. The Visa Debit Card usage, Customer responsibility and liabilities are subject to Visa Debit Card Terms and Conditions which is accessible at [www.affinonline.com](http://www.affinonline.com)

## 28. CURRENT ACCOUNT

- 28.1. Cheques may not be drawn on the Bank by the Customer except on the forms supplied and registered for each account. Application for cheque book should be made on the printed application form or written request by the Customer except for initial cheque book issuance.
- 28.2. The conditions printed on the cheque book cover are to be strictly observed by the Customer and the conditions therein are in addition to the conditions herein.
- 28.3. The Customer agrees that cheques must be so drawn as to prevent additions or alterations after issue. Cheques must be duly signed in accordance with the specimen signature(s) registered with the Bank. Cheques may be dishonored if the Bank deems them to be irregular in any manner without any liability on the part of the Bank. For Overdrawn Cheques, please refer to <https://www.affinonline.com> for The Bank Latest Tariff of Charges.
- 28.4. All alterations must be confirmed by the full signature(s) of the drawer(s) as the case maybe.
- 28.5. Cheques with alteration(s) will be dishonored if no prior separate written confirmation is received by the Bank or if no confirmation in person is made to the Manager, Bank Services (MBS). Crossed cheques with the crossing 'Opened' can only be paid in cash when presented for payment by the drawer or his known agent.
- 28.6. Upon closure of the account either by the Customer or the Bank, all unused cheque leaves which were issued to the Customer shall become the property of the Bank and the Customer shall forthwith return them to the Bank. Stamp duty paid is not refundable.
- 28.7. Stop Payment may only be implemented if the cheque(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no re-representation of the said cheque will be possible. Handling charges for stop payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account has insufficient funds, a penalty sum as determined by the Bank will be levied.
- 28.8. Please refer to <https://www.affinonline.com> for Affin Bank Berhad latest Tariff of Charges.
- 28.9. The Customer confirms he / she is not to draw cheques when there is an insufficient fund in his / her account(s) at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- 28.10. The Customer shall at all-time only use cheques supplied by the Bank for use with any of the Bank's Current Account. As per BNM guideline, every cheque issued will be charged RM0.50 with effect from 2 January 2015, together with

current Stamp Duty charges of RM0.15 per cheque leave.

## **29. SAVINGS ACCOUNT**

- 29.1. Withdrawals may be made by the Customer on demand during banking hours at the Branches where the account is maintained. The Customer may also withdraw at any other Branches or via ATM of the Bank subject to any terms and conditions as maybe imposed by the Bank.
- 29.2. All withdrawals can be affected only by the Customer completing a withdrawal slip provided by the Bank, stating the account number, name of account and the amount to be withdrawn. The Bank reserves the right to refuse withdrawal made in any other manner.
- 29.3. Interest shall be accrued on the daily balance in the account at the Bank's prevailing savings rate or at any such rate the Bank may announce from time to time. Interest earned will be credited to the Customer's account on a monthly basis.

### **For Passbook Savings Account Only**

- 29.4. Every account holder shall be provided with a Savings Passbook, which must be presented, for every withdrawal made or as and when required by the Bank for any interest or unposted items to be entered. Entries in the Passbook are valid only when initialed by an authorised Bank Officer. The Customer shall examine the Passbook after each transaction before leaving the Bank counter to ensure that the appropriate entries have been made. If there are more than 20 unposted transactions at the time of updating the Passbook, the system will consolidate the transactions into one (1) debit and one (1) credit and post the consolidated figure into the Passbook.
- 29.5. The Passbook is not transferable and cannot be assigned or pledged by the Customer as security and neither can a lien be created on it for the same purpose.
- 29.6. The Customer shall keep the Passbook in a safe place. In the event that the Passbook is lost or destroyed, he/she must notify the Bank in writing immediately. The Bank will issue a replacement Passbook upon an indemnity being furnished to the Bank and a service charge as determined by the Bank will be levied.
- 29.7. The Bank will not accept responsibility for loss of Passbook by the Customer through his / her own negligence and will not be responsible for any fraudulent withdrawals from his / her account as a result of such loss.

## **30. AFFIN PLUS**

- 30.1. Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into the Customer's account.
- 30.2. If the Customer issue a cheque when there are insufficient funds in his / her account, the Bank reserves the right to close the account without any notice and charge penalty fees by setting off such fees directly from the Customer's account at a rate the Bank may determine from time to time.

### **31. JUNIOR SAVER**

- 31.1. In the application for the opening of the Junior Saver, the eligible Customer shall be entitled to the benefits of free Personal Accident Coverage. The sum insured is five (5) times of the account balance subject to a maximum amount of RM50,000.00 per account.
- a) Insured Person  
Insured person means the named parent or legal guardian of a minor who has a Junior Saver with ABB, subject always that the account has a minimum credit balance of RM3,000.00 at the opening of business on the date of accident. If there is more than one named parent or legal guardian, the benefits payable under this policy will be paid on prorated basis. In the event that there is no named parent or legal guardian for minor who is 12 years old and above, the Insured Person will then be deemed to be the minor who is the Junior Saver holder.
  - b) Personal Accident Coverage  
Death or Permanent Disability due to personal accident - 5 times the credit balance in the respective Junior Saver at the opening of business on the date of the accident, subject to a maximum amount of RM50,000.00. Upon the minor reaching the age of eighteen (18), Junior Saver will be converted to a normal savings account without notice and at ABB's discretion.

### **32. Affin Gold Account (AGA)**

- 32.1. The minimum deposit to open the account is RM1,000.00.
- 32.2. Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into Customer's account.
- 32.3. A choice of either passbook, quarterly statement (with effective from October 2015) or current account.
- 32.4. A choice of either to open in the form of Savings or Current Account Affin Gold Account.
- 32.5. In the application for the opening of the AGA, the eligible Customer shall be entitled to the benefits of free Personal Accident Coverage (PAC) on death or permanent disability as defined under the Personal Accident Coverage (PAC) policy due to personal accident. The sum insured is 1 time of the account balance subject to a maximum amount of RM50,000.00 per account subject to an aggregate limit of RM100,000.00 per insured person. Insured person means the Customer(s) age 50 up until 100 who have an AGA with ABB, subject always that the account has a minimum credit balance of RM5,000.00 at the opening of business on the date of accident. If there is more than one name age 50 up until 100 in the same account, the benefits payable under this policy will be paid on pro-rated basis. The eligibility of the Customer under the PAC is subject always to the Customer having made full disclosure to the Bank. The Bank will also not make payment under the PAC if claims are dubious or proven to have been made fraudulently/negligently or with intention to cheat. The PAC is only a one-time claim. Decision of the Bank to make payment under the PAC shall be final and binding on the Customer(s).

- 32.6. Discount of 10% on general Insurance/ Takaful products is applicable with condition of payment via Standing Instruction on Annual Smart Traveler, Smart Care Prime, Smart Care VIP, Golfer's Insurance and Smart Home Optimum only.
- 32.7. RM10 will be charged on every June & December if the average balance over the last 6 months is less than RM1,000 for AGA current account only.
- 32.8. All terms and conditions as per the GTC of the Bank shall apply.
- 32.9. The Bank shall be at liberty to amend or vary any of the AGA terms and conditions herein as it deems fit and such amended terms shall be reflected in the Bank's statements/website/such media as the Bank at its discretion may impose from time to time by giving twenty-one (21) days prior notice.

### **33. FIXED DEPOSIT**

- 33.1. The rates quoted for Ringgit Fixed Deposits (FD) shall be at the discretion of the Bank.
- 33.2. The period for which money can be placed on FD bearing interest shall be for 1 month and in multiples of 1 month up to a period of 60 months.
- 33.3. The minimum amount for a deposit of 1 month shall however be RM5, 000. For individual depositors, the Bank will display in its branch premises the FD rates for 1 to 12 months and shall accept the deposits at such announced rates only.
- 33.4. Where FD is redeemed before maturity (early withdrawal/closure), the following conditions are to apply:
  - a) No interest is to be paid on any 1 month, 2-month, 3-month deposit that has not run the full period.
  - b) No interest is to be paid on any FD of 3 months and above, if redeemed before the completion of the said 3-month period.
  - c) Other than in the circumstances mentioned in (a) & (b) above, interest is payable for the completed months as follows:
    - The rate payable for a FD redeemed before the completion shall be 50% (half) of the original contracted rate for each completed month.

With effect from 1 January 2019, for any new placement and/or renewal of the FD, no interest will be paid for premature withdrawal made on or after 1 August 2018.



As an illustration on the premature withdrawals are as follows:

Date of Placement or Renewal	Date of Premature Withdrawal	Premature Withdrawal
Prior to 1 August 2018	Prior to 1 January 2019	For Early Payment (Premature Withdrawal), the following shall apply:
	From 1 January 2019	(a) Within three (3) months from the date of opening of account.
From 1 August 2018	Prior to 1 January 2019	- No interest shall be paid by the Bank. The Customer shall waive his/her right on the entire contracted rate. (b) Above three (3) month from the date of opening of account. - The Bank shall pay only 50% of interest computed based on completed months. Customer shall waive his/her right on the remaining contracted rate.
	From 1 January 2019	For Early Payment (Premature Withdrawal), no interest shall be paid to the Customer.

### Payment of Interest

- 33.5. Interest on FD of 12 months and below is payable on maturity.
- 33.6. Interim interest on FD of 13 months and above will be paid every 6 months and at maturity.
- 33.7. Monies deposited will be paid based on the simple interest, unless otherwise indicate in writing by the Bank.
- 33.8. Payment shall be made to the authorized signatory of the FD upon presentation of valid identification.
- 33.9. Partial withdrawal of FD may be allowed provided:
- It is an individual, joint or minor account.
  - The balance of the FD must be greater than RM20, 000 after withdrawal or any amount as determined by the Bank from time to time.
  - It is made in multiples of RM5, 000 or any amount as determined by the Bank from time to time.
  - Penalty interest rate of 50% of the contracted interest rate will be charged as mentioned in clause 33.4. This rate is applied on the withdrawal amount to determine the interest payable.
- 33.10. If no instruction is received by the Bank from the Depositor, the FD upon maturity shall be renewed automatically at the Bank's prevailing rate for the same FD term.
- 33.11. Pursuant to the "Unclaimed Moneys Act 1965 (Revised 2002)", this FD will be sent to the Registrar of Unclaimed Moneys Trust Services Division if the last

transaction date (including auto renewal instruction date) is more than 7 years.

- 33.12. If there is any inconsistency between the physical evidence of FD receipts produced by the Depositor or other evidence of whatsoever nature / description and the statement of account of the Bank, the latter prevails in respect of such inconsistency.
- 33.13. The Fixed Deposit documentary evidence produced by the Depositor cannot be used to claim against the Bank and in the event of any dispute or conflict between the Bank's records of the Depositor; the Bank's records shall prevail for all intents and purposes.
- 33.14. The terms and conditions herein shall be subjected to any laws and any other modifications thereto from time to time with prior notice to the Customer in writing and/or place any such amendments on websites and/or by placing notices at the banking halls or at prominent locations within AFFINBANK branches.

#### **34. FOREIGN CURRENCY CURRENT ACCOUNT**

- 34.1. A Foreign Currency (FCY) Current Account may be opened with a minimum initial deposit of USD1, 000 or its equivalent.
- 34.2. Any account may be opened solely at the discretion of the Bank and only upon reference and document of identity and account opening documentation fully and satisfactorily obtained and completed to the Bank's requirement.
- 34.3. No ATM cards and cheque books will be issued to the Foreign Currency Account account holder.
- 34.4. Deposits into the Foreign Currency Account in foreign currency notes and coins are not allowed. Export or non-export proceeds may be deposited only by conversion of Ringgit Malaysia into foreign currency, disbursement of a foreign currency borrowing, telegraphic transfer, foreign bank draft, cheque or negotiable instruments in such form and substance acceptable.
- 34.5. Withdrawal from the Foreign Currency Account shall not be in foreign currency notes and coins.
- 34.6. The Customer shall also maintain a Ringgit Malaysia (RM) Current or Savings Account with the Bank for ease of conversion of RM into FCY and vice versa.
- 34.7. The opening of and continued operation of the Foreign Currency Account is subject to the rules, regulations and limits set by the Foreign Exchange Administration Department of Bank Negara Malaysia.
- 34.8. As and when required, the Customer shall furnish the Bank with any information/support documents required for the purpose of ensuring compliance with Foreign Exchange Administration Rules, regulatory reporting or for whatsoever reasons which the Bank deems reasonable or necessary.
- 34.9. The Customer shall ensure that all payments, transfers from or to other foreign currency accounts within the Bank or other Banks are in compliance with prevailing provisions of the Notices on Foreign Exchange Administration Rules (FEA Rules) and direction issued by Bank Negara Malaysia (BNM) pursuant to the Financial Services Act 2013 (FSA) and amendments thereto.

- 34.10. The Customer shall ensure that the conversion of Ringgit and sources of funds for placements are in compliance with prevailing provisions of the FEA Rules and direction issued by Bank Negara Malaysia pursuant to the FSA and amendments thereto.
- 34.11. Where the account is opened by an intermediary, including solicitors, the Customer shall declare whether the funds are held in trust / belong to a Resident or Non-Resident and ensure funds belong to Residents and Non- Residents are segregated.
- 34.12. The Bank shall have the discretion, without assigning any reason whatsoever, to refuse/ reject/ cancel/ decline any transaction or instruction if the Bank suspects that such transactions or instruction is not in compliance with applicable law (including Foreign Exchange Administration Rules), sanctions or that the monies used for such transaction is derived from illegal sources and /or that such transaction is for illegal purpose and/ or in the event that any information and/ or documents provided in support of this transaction or instruction are not to the satisfaction of the Bank.
- 34.13. The Bank may debit the Customer's FCY account in the event it exceeds the prescribed limit under the Foreign Exchange Administration Control of Malaysia. The excess will be converted into Ringgit at the Bank's prevailing buying rate and credit the Customer Ringgit account and the Customer shall have no claim on the Bank whatsoever for any loss of exchange/earnings perceived or otherwise resulting thereof.
- 34.14. The Customer shall indemnify the Bank for any actions that the Bank may take in order to comply with the rules, regulations and limits imposed by under the FEA Rules.
- 34.15. These specific Terms and Conditions should be read together with existing Current Account Terms and Conditions as well as Generic Terms and Conditions ("GTC") that apply to all types of accounts / products / services and the specific Terms and Conditions set out hereunder shall form part of GTC.

### **35. FOREIGN CURRENCY FIXED DEPOSIT ACCOUNT**

- 35.1. Deposit of money for a fixed term (hereinafter referred to as "placement") is allowed subject to such terms and conditions as may be imposed by the Bank including, but not limited to, the requirement of a minimum amount as determined by the Bank. The terms and conditions may vary for placement or different currency and the Bank reserves the right to vary such terms and conditions at any time and from time to time as it deems fit.
- 35.2. The opening of and continued operation of the Foreign Currency Fixed Deposits Account is subject to the rules, regulations and limits set by the Foreign Exchange Administration Department, Bank Negara Malaysia. As and when required, the Customer shall furnish the Bank with any information/ support documents required for the purpose of ensuring compliance with FEA Rules, regulatory reporting or for whatsoever reasons which the Bank deems reasonable or necessary. The Customer shall ensure that the conversion of Ringgit, sources of funds for placement and use of funds are in compliance with prevailing provisions of the Notices on Foreign Exchange Administration Rules and direction issued by Bank Negara Malaysia pursuant to the Financial Services Act 2013 and amendments thereto.

### **36. AFFIN eSaver**

- 36.1. Interest shall be calculated at such rates the Bank may from time to time determine and credited monthly into the Customer's account.
- 36.2. Customers are required to update his/her particular as per clause 9.4 and to deposit the initial amount for AFFIN eSaver at any of Affin Bank branches within fourteen (14) days.
- 36.3. If the Customer fails to deposit the initial amount within fourteen (14) days, where the amount balance remains zero, the Bank retains the right to close the Customer's AFFIN eSaver automatically without assigning any reasons.
- 36.4. The bank retains the right to reject any AFFIN eSaver opening request at its sole absolute discretion.
- 36.5. Joint account is not allowed.
- 36.6. The minimum deposit to open the account is RM250.00 and will be capped at all times i.e. customer is not allowed to withdraw/debit from Affin eSaver account if the account balance is less than or equals to RM250.00.
- 36.7. Customer is only allowed to apply for one (1) AFFIN eSaver or AFFIN eSaver-I account.
- 36.8. For account closure, customers may execute over the counter at their Home Branch.
- 36.9. All terms and conditions as per GTC of the Bank shall apply.
- 36.10. These specific Terms and Conditions should be read together with existing Current Account Terms and Conditions as well as Generic Terms and Conditions ("GTC") that apply to all types of accounts / products / services and the specific Terms and Conditions set out hereunder shall form part of GTC.

*Note: Notwithstanding the aforementioned where request is made by you for the Bahasa Malaysia version, the Bank shall provide you with the Bahasa Malaysia version accordingly.*