

**GENERAL TERMS AND CONDITIONS FOR  
CURRENT ACCOUNT-i AND SAVINGS ACCOUNT-i  
(Effective Date: 30 June 2021)**

These General Terms and Conditions are applicable for all Current Account-i and Savings Account-i ("CASA-i") products provided by the Bank. The Bank may introduce CASA-i with further terms and different features from time to time. The specific features, benefits, provisions, terms and conditions ('Specific Terms and Conditions') for the same may be made available in relevant terms and conditions, forms, product brochures, promotional materials, media advertisement or the Bank's Website.

**1.0 GENERAL**

**1.1** These General Terms and Conditions are governing all Current Account-i and Savings Account-i ("CASA-i") products opened and maintained by the Accountholder with the Bank. By opening, maintaining and using the Accounts, the Accountholders are deemed to have read, understood and accepted every term and agreed to be bound by these Terms and Conditions.

**1.2** All of these products are governed by the relevant laws of Malaysia and Shariah principles.

**2.0 DEFINITION**

The following words in these General Terms and Conditions will have the meanings assigned to them, unless the context otherwise requires:

**'Account'** means the Accountholder's Account or CASA-i opened and maintained with the Bank. The products will be governed by these General Terms & Conditions.

**'Accountholder'** means the Entity under whose name the Account has been opened and maintained with the Bank.

**'Available Balance'** means the sums available in the Account based on the Bank's records.

**'Bank'** means MBSB Bank Berhad, their respective predecessors-in-title, successors-in-title and assigns.

**'BNM'** means Bank Negara Malaysia and includes its subsidiaries and bureaus established by it.

**'Corporate Account'** means an Account which has been opened and operated by a company.

**'Current Account-i'** means Current Account-i which may be offered by the Bank to the Accountholder including but not limited to *Basic Current Account-i, PrimeRich Current Account-i, PrimeWin Current Account-i, Housing Development Account-i* and any other new Current Account-i which may be offered by the Bank from time to time.

**'Effective Date'** means the date of implementation of this General Terms and Conditions, which is 30 June 2021.

**'Entity'** means without limitation: natural persons, partnerships, sole-proprietorships, firms, companies, corporations, body corporate, societies, associations, unincorporated associations/ body of persons, trusts, organizations, statutory bodies, government entities, state/ agency of a state and other legal entities recognized under the applicable laws of Malaysia.

**'General Terms and Conditions'** means this General Terms and Conditions for Account

**'Joint Account'** means an Account opened and operated by two / more natural persons.

**'Joint Accountholder'** means the Accountholders in a Joint Account.

**'Partnership Account'** means an Account which is opened

and operated by a partnership.

**'Savings Account-i'** means Savings Account-i which may be offered by the Bank to the Accountholder including but not limited to *Wise Savers (Basic) Savings Account-i, Cheeky Savings Account-i, Cash Rich Savings Account-i, PrimeWin Savings Account-i* and any other new Savings Account-i which may be offered by the Bank from time to time.

**'Services'** means services provided by the Bank in relation to the Account or based on instructions from Accountholder or through ATM, cash deposit machine, cheque deposit machine, telephone, mobile phone and internet.

**'Specific Terms and Conditions'** means terms and conditions specifically applicable to a particular Account and / or Service.

**3.0 SOURCE OF FUNDS**

**3.1** The Accountholder takes full responsibility and accountability to ensure that any and all funds deposited and transferred by the Accountholder or Bank upon receiving the Accountholder's instructions into the Account are in adherence with the principles of Shariah. The Accountholder must fully understand that depositing or transferring funds which are not in adherence with the principles of Shariah into the Account is not permissible under the principles of Shariah and in the event of non-compliance with the principles of Shariah, the Accountholder agrees and undertakes not hold Bank liable for any reason.

**4.0 OPENING OF ACCOUNT**

**4.1** An Account will be opened by completing the relevant forms made available by the Bank and by providing the necessary documents and information required in compliance with the Bank's procedures and requirements for opening of an Account. Deposits are to be made in Ringgit Malaysia ("RM") currency only.

**4.2** The opening of an Account is governed by this General Terms and Conditions, Specific Terms and Conditions and/ or such other conditions which may be applicable to Account with special features as set forth in the specific application forms and/or brochures.

**4.3** At the request of the Bank, the Accountholder will provide his specimen signature, execute such documents, perform such acts and furnish such documents (including, without limitation any identity documents to the satisfaction of the Bank) as the Bank may consider expedient in opening of an Account. If the Accountholder fails to do so within the time period stipulated by the Bank, the Bank may refuse to open an Account.

**4.4** The acceptance of any application for the opening and the continuance of the Account will be at the discretion of the Bank.

**4.5** The Bank may stipulate and vary, from time to time, with at least twenty-one (21) days' prior written notice (which also includes via electronic means) to Accountholder, the minimum amount of initial deposit required to open and maintain an Account based on the product type except for Wise Saver (Basic) Savings Account-i and Basic Current Account-i where the minimum amount of initial deposit should be RM20 and RM500 respectively.

**4.6** Additional provisions for Current Account-i:

**4.6.1** A bankruptcy/ legal search on the Individuals, Business/ Director(s)/ Owner(s)/ Partner(s) and authorised signatory(ies) are required prior to the Account opening. A business which has been liquidated or is in the process of liquidation and/or its Directors(s)/ Owner(s)/ authorised signatory(ies) who have been adjudicated bankrupt will not be eligible to open the Account unless documentary evidence is provided confirming the permission granted by the Director General of

Insolvency (DGI) or court.

## 5.0 ONLINE ACCOUNT OPENING

- 5.1** This service is offered to the new and existing MBSB Bank's customers who wish to apply for online account opening via the Bank's Website at [www.mbsbbank.com](http://www.mbsbbank.com).
- 5.2** The online account opening is a secured platform that is made available in the Bank's website (7) seven days a week unless specified otherwise in this General Terms and Conditions or in the Bank's website. The service may not be available at certain times due to the routine maintenance requirements, malfunctions or system failure, excess demands on the system and/or circumstances which is beyond the Bank's control.
- 5.3** The online account opening service is open to all Individual (Malaysian Citizen and Non-Citizen) aged 18 years and above holding a valid identification documents (ID) i.e. (Malaysian ID or Passport). This service is offered to Individual account only. Joint, Trustee and Non-Individual account will not be offered via this online account opening.
- 5.4** The type of accounts offered are for Savings Account-i and Current Account-i only as per following:

Type of Account	Type of Product
Savings Account-i	i. Cash Rich Savings Account-i ii. Wise Saver Savings Account-i iii. PrimeWin Savings Account-i
Current Account-i	i. Basic Current Account-i (Non-Fee) ii. Basic Current Account-i (With Fee) iii. PrimeRich Current Account-i iv. PrimeWin Current Account-i

- 5.5** By providing details for the online account opening, the customer consents to and authorizes the Bank to conduct a search on the customer for the purpose of account opening.
- 5.6** The opening of deposit account will only be completed when the customer visits the Bank's preferred branch for completion of identification verification, account creation and activation.
- 5.7** The Bank has the right not to activate the account until the Bank;
- Has performed ID verification and conduct background checking on the customer and is satisfied with the result;
  - Satisfied with the information received from the customer in relation to the account opening are deemed true and accurate;
  - Satisfied that the customer has fulfilled the requirement as required by the Bank.
- 5.8** For ID authentication process, the customer is required to provide valid document of which the Bank will use for verification process. The account will not be activated if verification by the Malaysian Identification (MyKad/ MyTentera/ MyPR) is faulty/ failed.
- 5.9** The customer may be required to provide any other additional supporting documents to verify his/ her identification and/ or information provided during the application.
- 5.10** The Bank reserves the right to reject the account opening application and/ or close the account if the customer does not meet the requirement for the online account opening.

## 6.0 DEPOSITS

- 6.1** Deposits can be made via cash and/ or cheque and/ or monetary instrument and/ or transfers from other Bank deposit accounts or any other medium or Services as provided by the Bank.
- 6.2** Cash and cheque and monetary instruments deposits as mentioned in Clause 6.1 should be made by completing the deposit slip, which is available at all branches' counter. When

Accountholders perform a deposit transaction on their Account, they will receive a copy of the deposit slip.

- 6.3** Acceptance of cheque and monetary instruments for the credit of the Account will be at the discretion of the Bank.
- 6.4** All cheque and monetary instruments deposited or any transfer whether by mail, telegraphically or electronically are accepted by the Bank for collection only and may not be withdrawn, until the Bank has received the proceeds.
- 7.0 WITHDRAWALS**
- 7.1** Any withdrawals to be made from the Account may be subject to such requirements of the Bank and/ or subject to the prevailing practice of the Bank.
- 7.2 CURRENT ACCOUNT-I**

**7.2.1** All withdrawals must be performed by the Accountholder or authorised signatory(ies) for non-individual accounts, at any of the Bank's branch or any other mediums or Services as provided by the Bank.

**7.2.2** The Accountholder must provide the Bank with identification or information as proof of identity, together with the Accountholder's signature on certain withdrawal documents signed in the presence of the Bank's personnel. Third party withdrawal is not permitted by the Bank.

**7.2.3** The Bank may dishonour cheque where the condition of signature on the cheque differs from the specimen signature and/ or mandate provided to the Bank or bears any form of alterations whether countersigned by the Accountholder. Notwithstanding the preceding, the Bank will not be held liable for negligent failure to detect any material alteration to the cheque.

**7.2.4** The Accountholder must ensure sufficient balance is maintained in the account for any cheque drawn.

**7.2.5** No overdrawn is allowed. Cheque issued for amounts beyond the Available Balance will be returned at the expense of the Accountholder.

**7.2.6** Temporary excess may be granted only after due arrangement has been made with the Bank and subject to the Bank's discretion and charges which will be determined by the Bank from time to time.

**7.2.7** In such event, the temporary excess will be treated as advance monies by the Bank to the Accountholder and will be treated as an intraday *Qard* (loan) and the Accountholder will regularise the excess immediately within the same day. Failure to do so, compensation (*Ta'widh*) will be imposed on the outstanding excess.

**7.2.8** The Accountholder acknowledges that all application for outward remittances such as RENTAS, MEPS Interbank GIRO, demand drafts, cashier's orders are subject to the Bank's daily cut-off times and all relevant charges will be debited to the relevant Accountholder's Account.

## 7.3 SAVINGS ACCOUNT-I;

**7.3.1** All withdrawals must be performed by the Accountholder or authorised signatory(ies) for non-individual accounts, trustee for children account at any of the Bank's branch or any other mediums or Services as provided by the Bank.

**7.3.2** Accountholders must bring along their Savings Account-i passbook together with their identification documents required by the Bank and complete a withdrawal slip when making a withdrawal at branches.

## 8.0 CHEQUE

- 8.1** The Accountholder will use cheque supplied by the Bank at all

time.

**8.2** Application for cheque books should be made in writing in the Bank's prescribed form or by written request. The Bank may refuse to honour cheques on which signatures differ from the one in the specimen signature column or card provided by the Bank.

**8.3** The Bank will observe and be responsible for an order cancelling payment of cheques only on written confirmation by the Accountholder, duly signed, delivered and received by the Bank and PROVIDED ALWAYS that such cheques have not been paid.

**8.4** The Accountholder should keep all cheque books in safe custody. The Bank is not responsible for any loss and damage if the cheque is fraudulently transacted by an unauthorised person.

## **9.0 JOINT ACCOUNT**

**9.1** The liabilities and obligations of joint Accountholders will be joint and several and notice to one of the joint Accountholders will be deemed as notice to the other.

**9.2** The Bank will be entitled to deal separately with each joint Accountholder on any matters related to the joint Account, including the discharge of any liabilities to any extent, without affecting the liabilities of the other joint Accountholders.

**9.3** Notwithstanding any terms of mandate provided to the Bank by the Joint Accountholders, any of the joint Accountholders will be entitled to withdraw/ revoke his mandate provided to the Bank.

**9.4** In the event any of the joint Accountholder revokes his mandate, the Bank will be entitled to freeze all withdrawals from the Joint Account until receipt of a joint written instruction from all joint Accountholders to reactivate the joint Account with a new mandate.

**9.5** An instruction by a joint Accountholder to freeze the Joint Account would be deemed to mean the mandate given by the joint Accountholder has been revoked and the Bank will freeze all withdrawals until receipt of joint written instructions from all joint Accountholders.

**9.6** Joint Accountholders authorise the Bank to collect and accept for the credit of their joint Account any cheques payable to any one of the joint Accountholders personally/ two/ more of them jointly and agree that the Bank need not concern itself as to whether the cheques were drawn with the knowledge of all joint Accountholders and/or how such sums credited to the Joint Account are applied and/ or withdrawn so long as such application and/ or withdrawal is in accordance with the mandate given to the Bank.

## **10.0 PARTNERSHIP ACCOUNT**

**10.1** The Partnership Account will be operated by the authorised signatory(ies) in accordance with the specimen signatures, mandate or board resolution given to the Bank. Specific instructions or conditions to operate the Partnership Account by the authorised signatory(ies) must be clear, in writing and must be in terms acceptable by the Bank.

**10.2** The Accountholder's specimen card, mandate or board resolution (where applicable) will continue to be in force in respect of the Partnership Account until it is revoked in writing by the Accountholder. The Bank will be indemnified for acting on the Accountholder's mandate or board resolution given for the Partnership Account until the exact time the revocation of the Accountholder's mandate or board resolution is notified in writing to the Bank and acknowledged by the Bank.

**10.3** The Accountholder will ensure that the signature on instructions and communications with the Bank corresponds with the specimen signature given to the Bank or any

documents containing the Accountholder's specimen signature, mandate or board resolution, failing which the Bank may decline acting on the same. However, the Bank may act on the Accountholder's instruction and communication even if the signature differs from the specimen signature in the event the instruction and communication is confirmed to be from the Accountholder.

**10.4** The Accountholder will provide the Bank with a list of names and specimen signatures of its authorised signatory(ies) through a letter/ document addressed to the Bank signed by all partners at the material time in the partnership when opening its Account. Similar provisions apply when there is any change in the Partnership Account's authorised signatory(ies)/ partners. Such letter/ document will be accepted by the Bank as conclusive evidence.

**10.5** The mandate first given on a Partnership Account will remain in force until revoked in writing by all partners at a material time of the partnership, even though there was a change in name of the partnership and/ or any changes among the partners by death, bankruptcy, retirement of a partner and/ or admission of any new partners.

**10.6** Where no change and/or revocation of an earlier mandate is received by the Bank, the Bank will be entitled to treat the surviving/ continuing partners for the time being as having full power to carry on the partnership's business and to deal with the Partnership Account as if there had been no change in the partnership.

**10.7** Where an Accountholder has authorised in writing a non-authorised signatory(ies) to provide instructions and confirmations to the Bank in respect of a Partnership Account, the Bank is authorised by the partnership Accountholder to effect, rely and act on such instructions and confirmations. The Bank will not be liable for any losses which the partnership Accountholder may incur in consequence of the Bank accepting and acting on such instructions and confirmations.

**10.8** In the event a Partnership Account has more than one authorised signatory(ies), the Bank will be entitled to rely and act on confirmation given by any one of the authorised signatory(ies) on any instructions/cheques and /or other monetary instruments issued by the partnership Accountholder. Such confirmation would be binding on the Accountholder.

**10.9** The cheque book of the Partnership Account will be kept in the safe custody by authorised signatory(ies) of the Accountholder in a very secure environment, accessible only by the authorised signatory(ies) of the partnership Accountholder.

**10.10** The Bank will not be liable for any forgery of the Partnership Account's cheques and/or misuse of its mandate in the event the partnership Accountholder had entrusted the safekeeping of the cheque book to a non-authorised signatory(ies).

**10.11** When the Bank considers an authorised signatory(ies) of a Partnership Account is abusing the terms of mandate, the Bank may refuse to honour the mandate until the Bank is provided with reasonable explanation by the other authorised signatory(ies)/ partners of the Partnership Account. The Bank will be entitled to freeze the Account in the interim until the resolution of the issue.

**10.12** The Bank will be entitled to freeze a partnership Accountholder's Account, if:

- i. conflicting instructions are given to the Bank by different authorised signatory(ies) of the Partnership Account simultaneously;
- ii. any evidences of forgery of signature of authorised signatory(ies)/ partner is notified to the Bank provided further the Bank will be provided a police report on the same before freezing the Partnership Account and the Bank will not be liable for all transactions in the Partnership Account prior to the receipt of the police report.

- 10.13** For purposes of ascertaining the partners in the partnership at any material time, the Bank will be entitled to rely on the records available at the Companies Commission of Malaysia and the same is conclusive and binding on the partnership Accountholders.
- 10.14** Except as already provided in the Clause 10.0, all obligations imposed on an Accountholder under the General and Specific Terms and Conditions will be interpreted to be obligations imposed on all the partners.
- 11.0 CORPORATE ACCOUNT**
- 11.1** The Corporate Account will be operated by the authorised signatory(ies) in accordance with the Accountholder's specimen signature, mandate or board resolution as registered with the Bank. Specific instructions or conditions to operate the Corporate Account by the authorised signatory(ies) must be clear, in writing and will be in terms acceptable to the Bank.
- 11.2** When opening its Account, a corporate customer will provide the Bank with a list of the names and specimen signatures of its authorised signatory(ies) through a certified true copy of its boards' resolution. In the event of any change any change in the corporate Account's authorised signatory(ies), a fresh boards' resolution must be provided to the Bank. The certified true copy of the boards' resolution originating from the corporate Accountholder or its company secretary will be accepted by the Bank as conclusive evidence.
- 11.3** The corporate Accountholder's specimen card, mandate or board resolution (where applicable) will continue to be in force in respect of the Corporate Account until it is revoked in writing by the corporate Accountholder. The Bank will be indemnified for acting on the corporate Accountholder's mandate or board resolution given for the Corporate Account until the exact time the revocation of the corporate Accountholder's mandate or board resolution is notified in writing to the Bank and acknowledged by the Bank.
- 11.4** The corporate Accountholder will ensure that the signature on written instructions and communications with the Bank corresponds with the specimen signature given to the Bank or any documents containing the corporate Accountholder's specimen signature, mandate or board resolution, failing which the Bank may decline acting on the same. However, the Bank may be entitled to act on the Accountholder's instruction and communication even if the signature differs from the specimen signature in the event the instruction and communication is confirmed to be from the Accountholder.
- 11.5** Where a corporate Accountholder has authorised in writing a non-authorised signatory(ies) to provide instructions and confirmations to the Bank in respect of its Account, the Bank is authorised by the corporate Accountholder to effect, rely and act on such instructions and confirmations and the Bank will not be liable for any losses which the corporate Accountholder may incur in consequence of the Bank accepting and acting on such instructions and confirmations.
- 11.6** In the event a Corporate Account has more than one authorised signatory(ies), the Bank will be entitled to rely and act on confirmation given by any one of the Authorised Signatories on any instructions/ cheques and/ or other monetary instruments issued by the corporate Accountholder. Such confirmation would be binding on the corporate Accountholder.
- 11.7** The cheque book of the Corporate Account will be kept in safe custody by the authorised signatory(ies) of corporate Accountholder in a very secure environment, accessible only by the authorised signatory(ies) of the corporate Accountholder.
- 11.8** The Bank will not be liable for any forgery on the Corporate Account's cheques and/or misuse of the Corporate Account's mandate in the event the corporate Accountholder had entrusted the safekeeping of the cheque book to an unauthorised person.
- 11.9** When the Bank considers an authorised signatory(ies) of a Corporate Account is abusing the terms of mandate, the Bank may refuse to honour the mandate of a Corporate Account until the Bank is provided with reasonable explanation by the other authorised signatory(ies)/ all directors at the material time of the Corporate Account. The Bank may freeze the Account in the interim until the resolution of the issue.
- 11.10** The Bank will be entitled to freeze a corporate Accountholder's Account, if:
- conflicting instructions are given to the Bank by different authorised signatory(ies) of the Corporate Account simultaneously;
  - any evidences of forgery of signature of authorised signatory(ies)/ director is notified to the Bank, provided further the Bank will be provided a police report on the same before freezing the Corporate Account and the Bank will not be liable for all transactions in the Corporate Account prior to the receipt of the police report.
- 11.11** Except as provided in this Clause 11.0, all obligations imposed on an Accountholder under the General and Specific Terms and Conditions will be interpreted to be obligations imposed on all directors of the Corporate Account.
- 11.12** For purposes of ascertaining the directors of a Corporate Account at any material times, the Bank will be entitled to rely on the records available at the Companies Commission of Malaysia and the same is conclusive and binding on the corporate Accountholder. Provided further, where such records at Companies Commission of Malaysia are not updated, the Bank will be entitled to rely on any certification provided to it by the company secretary of the Corporate Account.
- 12.0 CHEQUES TRUNCATION AND CONVERSION SYSTEM (CTCS)**
- 12.1** Pursuant to the BNM's guidelines on Cheque Truncation and Conversion System (CTCS), the Accountholder agrees and acknowledges to the following that:
- usage of rubber stamp/ personal seal on cheques are not allowed;
  - the debiting of the accounts will be based on the cheque images presented since the original cheque would be with the collecting banks;
  - any request for original cheques to be returned to the Accountholder after payment being made will not be considered by the Bank. The Bank if at all would only be able to provide the images of the cheque instead of the physical cheques;
  - for inward returned cheques, the Bank will no longer be able to return to the Accountholder the original cheques and may only be forwarded to the Accountholder either an inward return document (with a copy of the image of the original cheque) or notice of the dishonoured cheque at the Accountholder's own risk and expense.
- 13.0 SAVINGS ACCOUNT-i PASSBOOK**
- 13.1** The Savings Account-i passbook ("Passbook") will be issued to the Accountholder upon opening of Account.
- 13.2** The Passbook which is neither transferable nor assignable must be presented at the Bank's branch counter for withdrawal transactions.
- 13.3** Any payment made by the Bank upon the production of the Passbook by the trustee for minor accounts and by the authorized signatory(ies) for non-individual accounts, will have the same effect as if the payment has been made to the Accountholder personally and the Bank will not be responsible for any loss thereby suffered by the Accountholder or by any other party.
- 13.4** The Passbook will not be tampered with or altered with respect to matters relating to the transactions either by the

Accountholders or by any other party. The Accountholders should examine their Passbook to satisfy themselves that the correct entries have been made before leaving the Bank's premises.

**13.5** The Passbook should be presented to the Bank as and when required by the Bank for purposes of updating the Passbook. The Passbook is for the Accountholder's reference and does not necessarily indicate the correct balance of the Account as deposits may have been made or items charged without an entry having been posted in the Passbook.

**13.6** In the event the Passbook is lost or damaged, the Accountholder will immediately notify the Bank by coming in person to the nearest branches. The Bank will levy a charge for every issuance of a replacement passbook subject to the Accountholder executing the Bank's standard indemnity form.

#### **14.0 STATEMENT OF ACCOUNT**

**14.1** Savings Account-i statements are generated quarterly whilst Current Account-i statement are generated on a monthly basis.

**14.2** The statement of account, listing out the transactions during the period will be issued by the Bank and sent by post to the Accountholder at the correspondence address last registered with the Bank or any other mediums or Services as provided by the Bank.

**14.3** The Accountholder may also request for an ad hoc statement at any of the Bank's branches, via e-mail or fax subject to the Bank's prevailing applicable charges.

**14.4** The Accountholder will verify all entries in any statements issued by the Bank and notify the Bank in writing of any errors or discrepancies in the statement within thirty (30) days from the date of the statement. If the Bank does not receive any notification within the stipulated time, the entries in the statement will be deemed to be correct, binding, final and conclusive.

**14.5** The Bank may not issue and/ or make available the statement of account if the Account is dormant or inactive for a period as determined by the Bank. The Bank may also discontinue issuing and/ or making available the statement of Account if the statement is unclaimed or undelivered for any reason whatsoever.

#### **15.0 CONSOLIDATION AND RIGHT TO SET-OFF**

**15.1** The Bank, in addition to any general lien or other similar right to which it is entitled by the applicable laws of Malaysia, may at any time, with sufficient notice, consolidate any or all of the facility accounts (if any) with the Accountholder's liabilities to the Bank By giving at least seven (7) days' prior written notice (which also includes via electronic means) to the Accountholder, the Bank may also set-off or transfer any sum or sums standing in the credit of any one or more of the Bank's accounts in or towards satisfaction of any of the liabilities to the Bank whether such liabilities to the Bank be primary or collateral or joint and several.

**15.2** The Accountholder agrees that the Bank will be entitled to freeze the available balance equivalent to any Accountholder's indebtedness (whether actual, contingent, present or future) due to the Bank plus any accruing profit or other charges ("Indebtedness") and provide a written notice (which also includes via electronic means) of at least seven (7) days prior to the Accountholder to settle the Indebtedness.

**15.3** In the event the Accountholder fails to make good the Indebtedness within the said seven (7) days period, the Bank will be entitled to set off such part of the available balance with the total sum of the indebtedness.

**15.4** For avoidance of doubt, the Bank's right of set-off in this General Terms and Conditions can be exercised by the Bank: -  
 i. even on Joint Account, even though the Indebtedness is

due from any one of the joint Accountholders to the Bank; and

- ii. where the available balance in an Account which is credit with another account of the Accountholder which is in debit balance with sums due to the Bank; and
- iii. even in the event of accountholder's demise, bankruptcy/ insolvency, composition with its creditors or any legal proceedings against the accountholder.

#### **16.0 DEPOSITOR'S CAPACITY TO CONTRACT**

**16.1** The accountholder must have the capacity to enter into a contract. Only an individual who has attained the age of eighteen (18) may open an account under his/ her own name. A minor may also open an account but the account will be opened jointly and operated only by the parent/ legal guardian (Trustee).

**16.2** An Account can be closed at the request of the Accountholder, by operation of the applicable laws of Malaysia. The Bank will be entitled to freeze the account in the event of death, bankruptcy or insanity of the account holder.

#### **17.0 CLOSURE OF ACCOUNT**

**17.1** The Accountholder (individual and joint Account holders and Trustee for children account) must be present at any of the Bank's branches for the closure of account;

**17.2** For non-individual account, the closure of account will be in accordance with the terms and/or conditions of the mandate given to the Bank by the Accountholder;

**17.3** The Bank may close the Account upon occurrence of any of the following events: -

- i. Upon receiving written request by Accountholder; or
- ii. Upon result search with CTOS and internal negative list is confirmed that the Accountholder is bankrupt or under liquidation (voluntary or compulsory) or blacklisted; or
- iii. Account that has Available Balance in debit due to debiting of fees and charges imposed by the Bank; or
- iv. Dormant account with available balances which is nil or RM10.00 and below; or
- v. The Accountholder commits a breach of any of these General Terms and Conditions; or
- vi. Instruction of any relevant law enforcement agencies.
- vii. Non-Shariah compliant events.

**17.4** In addition to the Bank's rights contained in Clause 17.3 above, the Accountholder agrees that the Bank may close any Account by giving adequate notice to the Accountholder.

**17.5** The Accountholder will comply with all of the Bank's requirements and procedures for Account closure including paying any service charges imposed by the Bank for closing the Account (if any).

#### **18.0 IN THE EVENT OF DEATH**

**18.1** Subject to any legislation applicable thereto, on the death of any one joint accountholder, the Bank may hold any credit balance or balances now or hereafter standing to any Account(s) in the Accountholder's joint names and any securities held in the Accountholder's joint names to the order of the survivor or survivors without prejudice to the Bank's right of consolidation and set-off contained herein (the Bank will give at least seven (7) days' prior written notice (which also includes via electronic means) to the Accountholder before such set-off) or the Bank's rights in respect of such balance or securities arising out of any lien charge pledge counter-claim or otherwise whatsoever or to any step which the Bank may deem it desirable to take in view of any claim by any person other than the survivor(s).

**18.2** In the event of death of any one of joint Accountholders, pursuant to the right of survivorship, the Bank is authorised to

pay the balance standing to the credit of the Account to the surviving Accountholder(s) and such payment will constitute a valid discharge by the Bank of the amount due on the Account.

## 19.0 CHANGES IN PARTICULARS

19.1 The Accountholder shall promptly advise the Bank in writing any change in the Accountholder's mailing address and or telephone and/ or mobile phone numbers and/ or facsimile number and/ or e-mail address and/or other particulars recorded with the Bank.

19.2 No change in the address of the Accountholder howsoever brought about will be effective and/ or binding on the Bank unless actual notice of the change of address has been received and acknowledged by the Bank.

19.3 All communications required to be given by one party to the other and vice versa under this General Terms and Conditions is to be delivered by hand or registered post. Any such communication will be deemed to have been duly given or made if (provided that there is no returned/ failed/ undelivered/ unclaimed mail or notification:

- i. in the case of delivery by registered post, after the expiration of three (3) business days from the date it is posted inclusive of the day in which it was posted;
- ii. in the case of delivery by hand, at the time of receipt by the other party.

## 20.0 FEES AND CHARGES

20.1 The Bank will be entitled to impose fees and charges for any services provided by the Bank to the Accountholder as agreed and/or requested by the Accountholder.

20.2 The details of the fees and charges imposed and/ or charged by the Bank is available at the Bank branches and website.

20.3 The Bank may at any time and upon written notice (which also includes via electronic means) to the Accountholder revise the fees and charges payable by the Accountholder. Such change(s) will be in line with any relevant applicable Shariah and regulatory requirements and will take effect from the date stated in the notice will be no less than twenty-one (21) days from the date of the notice.

20.4 If any Services provided by the Bank to the Accountholder are subject to regulatory taxes and/ or levies, then the regulatory taxes and/ or levies will be borne by the Accountholder, and paid by the Accountholder in addition to the fees and charges imposed and/ or charged by the Bank.

## 21.0 DORMANT / INACTIVE ACCOUNT

21.1 Dormant account is defined as an account that has no credit and/ or debit transaction (other than credit and/ or debit transaction conducted by the Bank for the purpose of crediting profit into the account or debiting fees and/ or charges payable by Accountholder to the Bank) for one year or more. A reminder will be sent on the impending dormancy to the Accountholder.

21.2 For dormant Accounts with balances of up to RM10.00, the Bank may close these accounts and absorbs these balances as a charge.

21.3 For dormant Accounts with balances of more than RM10.00, the Bank may charge an annual service fee of not more than RM10.00 until the remaining balances are sent to unclaimed moneys as per the Unclaimed Moneys Act 1965 (please refer to Clause 22.0 below on Unclaimed Moneys Act 1965).

21.4 No charge shall be imposed on the activation of a dormant account.

## 22.0 UNCLAIMED MONEYS ACT 1965

22.1 Under the prevailing Unclaimed Moneys Act 1965 (an act

relating to the payment of unclaimed moneys into the Federal Consolidated Fund), unclaimed moneys mean all sums of money to the credit of an Account that has not been operated in whatever manner by the owner for a period of not less than seven (7) years. The unclaimed moneys will then be duly transferred to the Registrar of Unclaimed Moneys ("RUM"). Before funds from a dormant Account are transferred to the RUM, a written notice (which also includes via electronic means) of at least twenty-one (21) days will be given to the Accountholder on when the transfer will take place.

## 23.0 CHANGES TO THE TERMS AND CONDITIONS

23.1 By giving prior written notice (which also includes via electronic means), the Bank may modify, change, alter, vary and/ or restructure the CASA-i products ("Products") and/or add, delete, or alter any or all of these terms and conditions, including the nature of the Products, at any time and subject to the extent permitted by relevant laws and regulations in Malaysia by authorities. Such changes will become effective after the twenty-one (21) days' period of such notice ended.

## 24.0 GOVERNING LAWS AND JURISDICTION

24.1 This General Terms and Conditions will be governed by and construed, interpreted and applied in accordance with the applicable laws of Malaysia.

24.2 The parties will comply with the provisions of any written laws in Malaysia with which they may be required to comply respectively including the Personal Data Protection Act 2010 (an act to regulate the processing of personal data in commercial transactions and to provide for matters connected therewith and incidental thereto, the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (an act that regulates the offence of money laundering, the measures to be taken for the prevention of money laundering and terrorism financing offences, and for matters incidental thereto and connected therewith) and any other act, enactment or ordinance or any by-laws, rules, regulations or other subsidiary legislation under such act, enactment or ordinance or any direction, Order, requirement or instruction given by any authority competent to do so under any written laws in Malaysia.

## 25.0 PERSONAL DATA PROTECTION ACT 2010 (PDPA)

25.1 The Accountholder declares and agrees that any data/information (including personal data) relating to or arising from or in connection with the Accountholder's application under this General Terms and Conditions and also information pertaining to the Accountholder's affairs whether under this General Terms and Conditions or otherwise on this application may be held, used and disclosed by the Bank for purposes of processing this application and providing subsequent services for this and other products and services and/or direct marketing (if applicable) to communicate with the Accountholder for such purpose.

## 26.0 DECLARATION

26.1 Accountholder declares that all statements made and documents submitted in connection with application for an Account are complete and true to the best of the Accountholder's knowledge and understanding.

## 27.0 DISCLOSURE OF INFORMATION

27.1 The Bank is authorised to disclose, use, and obtain any information relating to the Accountholder, Account or matters related thereto pursuant to any applicable laws of Malaysia, regulations, rules, guidelines or directives.

[End]