

## **HSBC Amanah Perks@Work Programme Terms and Conditions (“this Programme”)**

*Notice is hereby given pursuant to Clause 15 that Clause 3, 5, 8 and 9 below have been amended (in bold). This amendment shall take effect 20<sup>th</sup> March 2020*

HSBC Amanah Malaysia Berhad 200801006421 (807705–X) will be referred to as “HSBC Amanah” and HSBC Bank Malaysia Bhd 198401015221 (127776-V) will be referred to as “HSBC Bank”. This Programme is run by HSBC Amanah.

1. This programme is open to the following customers (“**Eligible Customer(s)**”):
  - a) Employees of a company successfully enrolled in Perks@Work; or
  - b) New to HSBC Amanah customers who open any account listed in clauses 2(a) to 2(f) for salary crediting purpose; or
  - c) Existing HSBC Amanah customers who open any account listed in clauses 2(a) to 2(f) for salary crediting purpose; or
  - d) Existing HSBC Amanah customers who nominate their existing account listed in clauses 2(a) to 2(f) as salary crediting account.
  
2. Eligible Customers must hold one of the following type of accounts with HSBC Amanah as their salary account, i.e. an account where their monthly salary is credited into by their employers (“**Salary Account**”):-
  - a) Premier Account-i;
  - b) Advance by Perks@Work or Advance by Perks@Work Flex Account-i (collectively referred to as “**Advance Account-i**”),
  - c) Basic Savings Account-i;
  - d) Basic Current Account-i;
  - e) Everyday Global Account-i; or
  - f) Home Smart-i Account.
  
3. To participate in this Programme, the criteria for opening and maintaining the Salary Account are set out in Table A below which shall be in addition to the existing respective terms and conditions which regulate the provision of each account:

**Table A**

<b>Type of Salary Account</b>	<b>Criteria for Opening/Maintaining the Salary Account</b>	<b>Remarks</b>
Premier Account-i	Eligible Customer who earns a monthly gross salary of RM16,500 and above	Premier Account-i, Advance Account-i, Everyday Global Account-i and Basic Savings/Current Account-i are based on the Islamic concept of Qard (loan) which is governed by Bank Negara Malaysia’s policy document on Qard (loan).
Advance by Perks@Work	Eligible Customer who earns a monthly gross salary of RM5,000 and above	
Advance by Perks@Work Flex	<ol style="list-style-type: none"><li>a) Eligible Customer who earns a monthly gross salary of RM3,000 and above; and</li><li>b) Holds or applies for an HSBC Amanah Credit Card-i with submission of full documentation and a minimum spending of RM10,000 per annum</li></ol> <p><b>Note: Eligible Customer who:</b></p> <ul style="list-style-type: none"><li>• <b>applies for an HSBC Amanah Credit Card-i but application is rejected, or</b></li><li>• <b>does not meet the spend criteria of RM 10,000 per annum, or</b></li></ul>	

	<ul style="list-style-type: none"> <li>terminates his/her HSBC Amanah Credit Card-i upon inclusion into this Programme, will automatically be re-designated to HSBC Amanah Basic Current Account-i after the expiry of the said 12-month period</li> </ul>	
Basic Savings/ Basic Current Account-i	Eligible Customer who earns a monthly Gross Salary of RM1,000 and above	
Everyday Global Account-i (Premier Recognition)	Eligible Customer who earns a monthly gross salary of RM16,500 and above to be credited in the Malaysian Ringgit denominated account	
Everyday Global Account- i (Advance Recognition)	Eligible Customer who earns a monthly gross salary of RM5,000 and above to be credited in the Malaysian Ringgit denominated account	
Everyday Global Account- i (Advance by Perks@Work Flex Recognition)	<p>a) Eligible Customer who earns a monthly gross salary of RM3,000 and above to be credited in the Malaysian Ringgit denominated account</p> <p>b) Holds or applies for an HSBC Amanah Credit Card-i with submission of full documentation and a minimum spending of RM10,000 per annum</p> <p><b>Note: Eligible Customer who:</b></p> <ul style="list-style-type: none"> <li>applies for an HSBC Amanah Credit Card-i but application is rejected, or</li> <li>does not meet the spend criteria of RM 10,000 per annum, or</li> <li>terminates his/her HSBC Amanah Credit Card-i upon inclusion into this Programme, will automatically be re-designated to HSBC Amanah Basic Current Account-i after the expiry of the said 12-month period.</li> </ul>	
Everyday Global Account-i	Eligible Customer who earns a monthly Gross Salary of RM1,000 and above to be credited in the Malaysian Ringgit denominated account	
Home Smart-i Account	Eligible Customer who earns a monthly gross salary of RM5,000 and above; and has an existing housing financing of minimum RM300,000 with HSBC Amanah.	Home Smart-i Account is based on the Islamic concept of Diminishing Musharakah, which is governed by Bank Negara Malaysia's policy document on Musharakah.

4. An Eligible Customer who has his/her Home Smart-i Account as Salary Account is eligible for the Programme Offers in Clauses 6 to 13 as long as the Eligible Customer maintains his/her Home Smart-i Account as Salary Account in this Programme.<sup>1</sup>
5. An Eligible Customer who has his/her Premier Account-i, Advance Account-i, **Everyday Global Account-i** or Basic Savings/ Current Account-i as Salary Account was historically receiving the rewards of the Programme Offers in Clauses 6 to 13 if applicable, and may be eligible for the Programme Offers in Clauses 6 to 13 as long as the Eligible Customer maintains his/her account as Salary Account in this Programme. The historical rewards shall not be construed as an indicative future reward to the Eligible Customer nor as an obligation on the part of HSBC Amanah to provide such reward in the future<sup>2</sup>.
6. The products (“**Products**”) included in this Programme are as follows<sup>3</sup>:
  - a. HSBC Amanah Premier /Advance /Basics Saving /Current Account-i;
  - b. HSBC Amanah Everyday Global Account-i;
  - c. Amanah Personal Financing-i;
  - d. HomeSmart-i; and

### The Programme Offers

7. HSBC Amanah Premier Account-i
  - a. Eligible Customer may enjoy waiver of the monthly Account Fee (“**Fee Waiver**”) on his/her Premier Account-i.
8. HSBC Amanah Advance Account-i
  - Advance by Perks@Work
    - a. Eligible Customer may enjoy Fee Waiver on his/her Advance Account-i.
  - **Advance by Perks@Work Flex**
    - a. **Eligible Customers may enjoy Fee Waiver on his/her Advance Account-i for the first 12 months after inclusion into this Programme.**
    - b. **Eligible Customer is required to meet a minimum total cumulative spend of RM 10,000 per annum on his/her HSBC Amanah Credit Card-i(s) for the 12 months of the preceding year to enjoy Fee Waiver on his/her Advance Account-i for the next 12 months of the subsequent year.**
9. **Everyday Global Account-i**
  - **Everyday Global Account-i (Premier Recognition)**
    - a. **Eligible Customer may enjoy Fee Waiver on his/her Premier recognised Everyday Global Account-i.**
  - **Everyday Global Account-i (Advance Recognition)**
    - a. **Eligible Customer may enjoy Fee Waiver on his/her Advance recognised Everyday Global Account-i.**
  - **Everyday Global Account-i (Advance by Perks@Work Flex Recognition)**

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<sup>1</sup> This clause is applicable on accounts based on concepts other than Qard.

<sup>2</sup> This clause is applicable on accounts based on concept of Qard.

<sup>3</sup> All program benefits need to be compliant with the respective terms and conditions of the individual benefit.

- a. **Eligible Customer may enjoy Fee Waiver on his/her Advance by Perks@Work Flex recognised Account-i for the first 12 months after inclusion into this Programme.**
  - b. **Eligible Customer is required to meet a minimum total cumulative spend of RM 10,000 per annum on his/her HSBC Amanah Credit Card-i(s) for the 12 months of the preceding year to enjoy Fee Waiver on his/her Advance Account-i for the next 12 months of the subsequent year.**
- 10. Amanah Personal Financing-i (“APF-i”)
  - a. Eligible Customer may enjoy a 3% p.a. reduction in financing rate from the prevailing board rate if he/she successfully applies for a new APF-i.
  - b. Eligible Customer must be salaried (fixed basic + allowances) or variable income earners (fixed basic + variable commission); and
  - c. The monthly payment for APF-i will be deducted from the Eligible Customer’s Salary Account.
- 11. HomeSmart-i
  - a. Eligible Customer may enjoy a preferential financing rate if he/she successfully applies for a new HomeSmart-i financing with HSBC Amanah. The preferential financing rate shall be the rate as advised by HSBC Amanah from time to time.
- 12. MEPS Shared ATM Network
  - a. Eligible Customer may enjoy fee waiver for all successful cash withdrawals performed via MEPS’ Shared ATM Network except cash withdrawals made at HOUSE ATM Network, (i.e. HSBC/HSBC Amanah, OCBC, UOB and Standard Chartered).

**General Terms & Conditions:**

- 13. The Eligible Customer’s participation in this Programme will cease and he/she shall cease to enjoy the benefits or Programme Offers in this Programme in any of the following circumstances; save and except for the Programme Offers for APF-i, Home Smart-i and HSBC HealthCashPlan which the Eligible Customer has already signed up before he/she ceases to be eligible for this Programme:-
  - a. the Eligible Customer ceases to have his/her salary credited to his/her Salary Account for three (3) consecutive months or more; or
  - b. where the Eligible Customer’s Salary Account is a Home Smart-i Account, his/her Home Smart-i facility has been settled in full; or
  - c. the Salary Account is closed by HSBC Amanah or the Eligible Customer; or
  - d. the Salary Account is suspended by HSBC Amanah, in which the participation in this Programme will be suspended until the suspension is uplifted by HSBC Amanah.
- 14. For avoidance of doubt, there is no waiver of Account Fee/ Monthly Service Fee for Basic Current Account-I and Home Smart-i Account respectively in this Programme. Eligible Customers shall refer to the Bank’s Tariffs and Charges for the applicable Account Fee/ Monthly Service Fee.
- 15. HSBC Amanah reserves the right at its absolute discretion to amend, delete or add to these Terms and Conditions from time to time with 3 days’ prior notice. These Terms and Conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
- 16. HSBC Amanah reserves the right at its absolute discretion to provide any benefits offered under this Programme.

17. HSBC Amanah reserves the right to cancel, terminate or suspend this Programme with 3 days' prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Amanah of this Programme shall not entitle the Eligible Customers to any claim or compensation against HSBC Amanah for any and all losses or damage suffered or incurred by the Eligible Customers as a direct or indirect result of the act of cancellation, termination or suspension.
18. HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Amanah's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC Amanah has been advised of the possibility of such loss or damage.
19. To the fullest extent permitted by law, HSBC Amanah expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this Programme.
20. HSBC Amanah may use any of the following modes to communicate notices in relation to this Programme to the Eligible Customers:
  - a) Individual notice to the Eligible Customers (whether by written notice or via electronic means) sent to the Eligible Customers' latest address/email address as maintained in the HSBC Amanah's records;
  - b) Press advertisements;
  - c) Notice in the Eligible Customers' composite statement(s);
  - d) Display at its business premises; or
  - e) Notice on HSBC Amanah's internet website;

where such notices shall be deemed to be effective on and from the 4th day after its delivery / publication / display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

21. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the accounts, the provision of the products and propositions referred to in this Programme. In the event of inconsistency between these Terms and Conditions and the existing respective account, product and proposition terms and conditions, these terms and conditions shall prevail in relation to this Programme.

The existing terms and conditions applicable to the accounts, products and propositions referred to in this Programme are available as follows:

- I. Universal Terms & Conditions of HSBC Amanah available at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) consist of:
  - i. Generic Terms & Conditions;
  - ii. Specific Terms & Conditions for HSBC Amanah Premier and HSBC Amanah Advance;

- iii. Specific Terms & Conditions for Retail Banking and Wealth Management; and
  - iv. Cardholder Agreement.
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- II. Amanah Personal Financing-i Terms & Conditions as provided in the Amanah Personal Financing-i application forms.
  - III. HomeSmart-i Terms & Conditions as provided in the Facility Offer Letter, Facility Agreement and other related security documents.
  - IV. HSBC Online and Mobile Banking Terms & Conditions available on HSBC Amanah's website, [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my).
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- 22. The Eligible Customers are reminded that he/she will be responsible for all applicable government taxes or levies relating to the Programme (if applicable).
  - 23. HSBC Amanah shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial actions, fire, flood, drought, storm or any event beyond the reasonable control of HSBC Amanah.
  - 24. HSBC Amanah's decision on all matters relating to this Programme shall be final and binding.