



RHB BANK BERHAD ACCOUNT TERMS AND CONDITIONS

These terms and conditions are intended to be read together with the pamphlets and brochures issued by RHB Bank Berhad ("Bank") according to the types of accounts opened by the Bank's Customer ("Customer/Accountholder"). Any accounts opened and any deposits made shall be subject to and governed by the terms and conditions mentioned below:

PART 1 – GENERIC TERMS AND CONDITIONS

1. Account Opening

- 1.1. The opening of RHB Account ("Account") is subject to the Bank's requirements and procedure (including age, minimum deposit, references, information and supporting documents acceptable to the Bank) and to the terms and conditions specified in the relevant application form and the terms and conditions governing the operations of the services subscribed.
- 1.2. The acceptance of any application for the opening of the Account and the continuance of the Account are entirely at the discretion of the Bank.

2. Deposits and Withdrawals

- 2.1. Deposits and withdrawals must be made in the manner prescribed by the Bank subject to the Bank's requirements on minimum deposits, withdrawals and minimum balances to be maintained in the Account.
- 2.2. Where deposits are made at the Bank's branches or through any of the cash and cheque deposit terminals, the Customer is to check that the particulars of such transactions, where such particulars are furnished to the Customer upon completion of such transaction, are correct before leaving the Bank's premises. If there is any discrepancy, the Customer shall immediately report it to the Bank, failing which no liability shall be held against the Bank.
- 2.3. Acceptance of cheques and other monetary instruments for the credit of Account shall be at the discretion of the Bank.
- 2.4. All cheques and monetary instruments received for credit of the Account are subject to collection of the proceeds.
- 2.5. The Bank reserves the right to reverse payment of any monies which have been subsequently dishonoured or which are not intended for the Account.
- 2.6. Cheques or monetary instruments which have been dishonoured may be collected by the Accountholder personally or by his authorised representative or returned by post to the Accountholder at his last known address registered with the Bank at the Accountholder's own risk and expense.
- 2.7. Deposits and withdrawals may be made at any branch of the Bank. The Bank may refuse to accept any deposits or permit any withdrawals whenever there is a breakdown or failure in the online computer system affecting any branch/branches of the Bank whether such breakdown or failure is total or partial.
- 2.8. All interbranch cash withdrawals can only be made at the Bank's branches (unless specified otherwise) within Malaysia subject to such conditions (including withdrawal limits) and the production and/or the execution of such documents as the Bank may deem necessary.
- 2.9. The Accountholder shall ensure that there are sufficient and cleared funds in the Account to perform any of the transactions instructed by the Accountholder unless the Accountholder has made prior arrangements with the Bank and which the Bank has agreed to the same in writing.

3. Instructions and Notices From The Accountholder

- 3.1. All notices given by the Accountholder to the Bank must be in writing and signed by the Accountholder. Any such notices shall be effective only when the Bank has acknowledged receipt of such notices.
- 3.2. The Accountholder shall indemnify the Bank against all losses, damages, claims, demands, costs and all other liabilities which it may incur or suffer in consequence of its accepting and acting on such instructions.
- 3.3. Acceptance and action by the Bank of any instructions of the Accountholder may be subject to any terms and conditions determined by the Bank.
- 3.4. The Accountholder undertakes to promptly advise the Bank of any changes that may directly or indirectly affect the operation of the Account including but not limited to change of name, address, contact details or other particulars of the Accountholder or Account by giving written notice to the Bank, failing which the Bank shall be entitled to rely on the last known particulars registered with the Bank.
- 3.5. If there is any update to the account information/ Foreign Account Taxation Compliance Act (FATCA) status, Accountholder undertakes to notify and furnish RHB with the relevant documentary evidence within 30 days of such change. The Accountholder consent to and authorize RHB to perform any of the following, if applicable:
 - i. Withhold any applicable payments in the account
 - ii. Report or disclose all relevant information relating to or arising from the account
 - iii. Terminate (with prior notice) Accountholder's contractual relationship(s) with RHB

4. Notices From The Bank

- 4.1. At the discretion of the Bank, the Bank may give any communication or notice to the Accountholder through any modes or methods as the Bank deems appropriate including without limitation by post, by notification in the mass media, by posting the notice in the Bank's branches, by inserting the notice into the periodic statement of account, by electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting at the Bank's website or at ATM or other terminals under the control of the Bank.
- 4.2. Such notices or communications from the Bank shall be deemed to have been made on the date stipulated in the notice or publication and/or the date of posting to the Accountholder's last known address and/or sending or transmitting to such facsimile number, mobile phone/device number, email or other address of the Accountholder registered with the Bank.

5. Interest

- 5.1. Interest, if any, shall be paid by the Bank at such frequency and at the rate determined by the Bank.
- 5.2. Interest rates are subject to change from time to time at the Bank's discretion and the latest interest rates can be viewed at www.rhbgroup.com
- 5.3. The Bank reserves the right to impose the requirement for interest entitlement for Current or Savings Account, such as the balance to be maintained in the Account that will be entitled for interest. The Bank reserves the right at its discretion to vary the requirement for interest entitlement by giving notice to the Accountholder pursuant to Clause 4 above.
- 5.4. No interest shall be payable by the Bank in respect of unpaid items and the Bank shall have the right to adjust any interest which has been accrued or credited in respect of these items.
- 5.5. Interest on fixed deposit shall cease on due date.

6. Fees, Charges & Taxes

- 6.1. The Bank shall be entitled to impose and deduct from the Account the following:-
 - a) costs, fees and charges, including the usual bank charges, commissions, stamp duty on the transactions performed and for the services provided by the Bank at such rates as may be applicable from time to time;
 - b) any service charges on the Account and on the services in accordance with the rules of any body/association/regulatory authority or of the Bank;
 - c) withholding or other taxes, levies or charges whatsoever chargeable on or for any transactions or the services or on any amount or interest due to the Customer now or hereafter imposed by law or required to be charged; and
 - d) all legal expenses incurred for the recovery of any indebtedness of the Accountholder under any credit facilities or account.
- 6.2. The Bank reserves the right to impose and/or vary such fees and charges from time to time with prior notice to the Accountholder and they shall become effective on such date as the Bank may elect to adopt, however any change in fees and charges will be notified at least 21 calendar days prior to the effective date of implementation. At the discretion of the Bank, notice of such additions or amendments or variations may be effected in the manner prescribed in Clause 4 of these Generic Terms and Conditions.
- 6.3. The fees and charges are contained in the Bank's Fees and Charges which can be assessed from the Bank's website at www.rhbgroup.com and the Accountholder agrees to be bound by the Bank's Fees and Charges, which forms part of these Generic Terms and Conditions. The Bank's Fees and Charges are available on request or from the Bank's branches any other delivery channel of the Bank.
- 6.4. For the avoidance of doubt, the Customer shall bear all professional fees, taxes (including but not limited to service tax or GST), and out-of-pocket expenses incurred and any other fees, expenses or recourse in respect of the Account.

7. Account Statements

- 7.1. For statement-based accounts, a statement shall be rendered at monthly or quarterly intervals unless otherwise instructed or as specified in the Specific Terms and Conditions.
- 7.2. The Bank may send a statement of account for each of the Accounts or send a combined statement for all the Accounts and the combination of the types of accounts in the statement is subject to change.
- 7.3. The Accountholder shall 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 fourteen (14) calendar days from the date of the statement. If the Bank does not receive any notification within the stipulated time, the entries in the statement shall be deemed to be correct, binding, final and conclusive.
- 7.4. Electronic statement ("e-statement") is an optional facility provided by the Bank and upon the Accountholder's enrolment in the e-statement facility, the paper based statement of account will cease to be generated on the next statement date. On agreeing to subscribe through the e-statement facility, the Accountholder accepts and agrees to be bound by all the Terms and Conditions that may be specified by the Bank at the time availing such facility and such other conditions as may be specified by the Bank from time to time.

8. Conduct and Closure of Accounts

- 8.1. If there are no transactions carried out on the Account within the period specified by the Bank, the Bank may consider that Account dormant and may impose a charge or fee on that account and close with prior notice to the Accountholder and without assigning any reason thereof.
- 8.2. The Bank may also close an Account or withdraw, suspend or terminate any or all of the services with prior notice to the Accountholder in accordance with any guidelines or rules of Bank Negara Malaysia or any body/association/regulatory authority or of the Bank.
- 8.3. Upon closure of the Account either by the Accountholder or by the Bank, all unused cheque book/leafs issued to the Accountholder in respect of the current account shall be returned to the Bank.
- 8.4. A service charge of an amount as may be determined by the Bank will be charged if any Account is closed within 6 months (or such other period as may be stipulated by the Bank) from the date the Account was opened.
- 8.5. Under the prevailing Unclaimed Moneys Act, 1965 or any statutory amendments thereto, any moneys in the Account not operated for seven (7) years including any interest accrued to the credit of the Account must be gazetted as "Unclaimed Monies" and shall be remitted to the Registrar of the Unclaimed Moneys and the Account will then be closed.

9. Set-Off and Consolidation

- 9.1. The Bank reserves the right with prior notice [of not less than seven (7) calendar days] in the manner prescribed in Clause 4 above to combine or consolidate the Account with any or all other accounts maintained by the Accountholder with the Bank to set off or transfer any sums standing to the credit of any such account on sums owing to the Bank towards the satisfaction of any or all liabilities to the Bank, whether such liabilities be actual, contingent, primary, collateral and several. The Bank's right hereunder shall not be affected by the bankruptcy, winding up, insanity or death of the Accountholder.

10. Limitation of Liability

- 10.1. The Bank shall not be responsible for any loss suffered by the Accountholder and the Accountholder shall discharge the Bank from all liabilities whatsoever and howsoever which shall have arisen directly or indirectly out of or in connection with the maintaining of, any use of purported use whatsoever of the Bank's products/services/facilities and/or the Card/PIN/password by the Accountholder or any other person or as a result of any act or omission or the breach of any of these Terms and Conditions by the Accountholder.

11. Indemnity

- 11.1. The Accountholder shall be liable for and fully indemnify the Bank against any claims, proceedings, loss, damage and costs (including legal costs) incurred and/or suffered by the Bank arising from the acceptance of any instruction given by the Accountholder to the Bank (notwithstanding such instructions may be fraudulent or unauthorised) or as a result of any act or omission or the breach of any of these Terms and Conditions by the Accountholder.
- 11.2. This indemnity shall continue notwithstanding the termination of any service and/or closure of any account.

12. Terms and Conditions

- 12.1. These Terms and Conditions supersede all prior terms and conditions governing the Account set out herein, unless specified otherwise by the Bank. The Bank reserves the right to amend, supplement and/or to supersede these Terms and Conditions or to introduce new terms to cater to new products or services by giving twenty one (21) calendar days' notice to the Accountholder before the new terms and conditions take effect pursuant to Clause 4 above.
- 12.2. The continued operation or non-closure of the Account or use of the services by the Accountholder after the effective date of such change of these Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Accountholder.
- 12.3. These Terms and Conditions may be available on request from any branch of the Bank or from the Bank's website or through any delivery channel as the Bank may determine from time to time.
- 12.4. The Bank may offer new or additional features, products and services to the Accountholder and the Accountholder's acceptance or the use of such additional features, products and services shall be on these Terms and Conditions and the additional terms as may be stipulated by the Bank.

13. Miscellaneous

- 13.1. In the event that the Accountholder has opted-in in relation to the disclosure of information for the purpose of cross selling, marketing and promotions and further consent to and authorize the transfer of the information for any purpose, including but not limited to credit evaluation, to use, analyze and assess the information for the purpose of improving and furthering the provision of other products and services by the Bank in the application of Account, and the Accountholder subsequently wants to opt-out or vice-versa, the Accountholder may contact RHB Customer Care Centre to change the option.

14. Governing Law

- 14.1. These Terms and Conditions shall be subject to governed by and construed in accordance with laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies, in force from time to time.

PART 2 – SPECIFIC TERMS AND CONDITIONS

Specific Terms and Conditions contained herein shall be read together with the Generic Terms and Conditions governing RHB Bank's depository and current accounts for RHB customers.

A. CURRENT ACCOUNT

1. Cheques and Cheque Books

- 1.1. The Accountholder shall at all time only use cheques supplied by the Bank for use with any of the RHB Current Account.
- 1.2. The Accountholder shall undertake to ensure the safety of all cheques at all times and to immediately lodge a police report and to inform the Bank of any loss of cheques in writing, failing which, the Bank shall not be held responsible for any losses arising from the lost cheques being dealt with in any manner.
- 1.3. The Accountholder shall ensure that sufficient funds are maintained in the Account at all times for payment of cheques issued.
- 1.4. The Bank may refuse to honour cheques on which the signature of the Accountholder differs from the specimen signature provided or cheques which are not drawn in a manner acceptable to the Bank.
- 1.5. No alterations whatsoever shall be made on cheques. The Bank reserves the right to dishonour and return the cheques which in the Bank's opinion bear any form of alteration (whether countersigned by the drawer or otherwise). The Bank also reserves the right to dishonour any cheque which is mutilated or has technical errors which include but not limited to a post-dated cheque, cheque showing inconsistency between the words and figures or with illegible handwriting.
- 1.6. The Bank will record any order countermanding payment of cheques only when a letter of instruction signed by the Accountholder has been received by the Bank and the Bank shall not be responsible for any loss caused by the Accountholder's failure to inform the Bank.
- 1.7. All cheques, including all unused cheques remain the property of the Bank and upon closure of the Account, whether by the Accountholder or by the Bank.

2. Overdrawing

- 2.1. No overdrawing is allowed unless the Accountholder has made prior arrangement with the Bank. Interest on overdrawing for Current Account shall be calculated based on daily debit balances at the rate determined by the Bank and shall be debited to the Account monthly or at such intervals as may be determined by the Bank.

3. Bad Cheques

- 3.1. The Bank reserves the right to dishonour any cheques issued by the Accountholder if there are insufficient funds in the Account for payment of the cheque ("Bad Cheque").
- 3.2. The Bank reserves the right to close or impose restrictions/conditions on all or any of the Accountholder's Account with the Bank if it is not conducted satisfactorily or has been listed with the Dishonoured Cheques Information System (DCHEQS) or with any credit bureau or any organisation or corporation whether or not such bureau, organisation or corporation were/are established or approved by any government or regulatory authority or body.

4. Account Statements

- 4.1. A statement of the Account will be issued to the Accountholder every month

B. FIXED DEPOSIT (“FD”)

1. Placement of Deposit

- 1.1. Fixed Deposits can be placed for tenures in multiples of one (1) month up to tenure of sixty (60) months or such other tenures as may be determined by the Bank. Notwithstanding the above, if the maturity date falls on a non-Business Day, any renewal/disposal instructions by the Accountholder will be carried out on the next Business Day.
- 1.2. The Bank reserves the right to stipulate and vary, from time to time, the minimum amount of deposit to open a Fixed Deposit Account.
- 1.3. The validity and availability of any funds deposited in the Fixed Deposit Account by way of a cheque(s) is subject to the clearance of the said cheque(s).

2. Interest

- 2.1. All Fixed Deposit with Auto Renewal Option will be automatically renewed on maturity at the Bank’s discretion for further identical period at the rate of interest prevailing at the time the deposit is renewed. Interest accrued will be compounded on renewal.

3. Upliftment of Fixed Deposit

- 3.1. Premature upliftment of Fixed Deposit is subject to payment of penalty interest on the uplifted amount in accordance with the prevailing rules provided by ABM and/or the prevailing practice of the Bank, at the time of upliftment, shall apply.
- 3.2. Partial withdrawal of the Fixed Deposit before maturity is allowed for all new and renewed FD dated 1 June 2011 onwards unless specified otherwise by the Bank. Early partial withdrawal is allowed in multiple of RM1,000.00 and the balance of the FD must not be less than RM5,000.00 unless specified otherwise by the Bank.

C. MULTI CURRENCY / CURRENCY-I ACCOUNT

1. General

- 1.1 These terms and conditions are applicable for both Call and Term Deposit Accounts (collectively referred to as "MCA") opened or to be opened with the Bank.
- 1.2 The Bank reserves the right to stipulate the acceptable type of foreign currency and the interest rates for deposits will be subject to certain tenures and conditions in which full details can be viewed at www.rhbgroup.com
- 1.3 The MCA is a non-cash account. Export or Non-Export proceeds may only be deposited by means of telegraphic transfer, foreign bank draft, cheque or negotiable instrument in such form and substance acceptable to the Bank. Proceeds of any Ringgit Malaysia or other foreign currency cheque, draft or negotiable instrument and monies payable to the Accountholder shall be credited to the MCA at the conversion rate to be determined by the Bank.
- 1.4 No withdrawals from the MCA will be permitted in any foreign currency in cash. The Bank will send an official advice for each sum received for the credit of the Account.
- 1.5 Unless instruction is received on a Term Deposit placement date or at least 2 business days before a term deposit matures, a Term Deposit will be automatically renewed on maturity for a further identical tenure for the same currency at the rate of interest prevailing at the time the deposit is renewed. Interest accrued will be compounded on renewal.
- 1.6 For renewal of a Term Deposit, the Bank will send an official advice to the Accountholder's address last registered with the Bank. The new advice will supersede and replace the earlier advice.
- 1.7 Premature withdrawal of the Term Deposit is not permitted unless under exceptional circumstances and at the discretion of the Bank. Any upliftment of a deposit before maturity will attract a penalty to be determined by the Bank at its discretion.
- 1.8 The Bank reserves the right to levy a service charge in connection with the operation of the Account. The applicable service charge will be notified to the Accountholder from time to time in the manner prescribed in Clause 7.2 of the Generic Terms and Conditions. A statement of Account will be issued to the Accountholder every month.
- 1.9 The Bank shall not be responsible or liable for any loss resulting from the remittance or transfer of proceeds of any deposit uplifted where such proceeds are remitted or transferred in accordance with instructions given by the Accountholder.
- 1.10 No deposit may be assigned, charged, pledged or otherwise encumbered by the Accountholder in any manner whatsoever except with the prior written consent of the Bank.
- 1.11 The Bank shall not be responsible for nor be liable to the Accountholder for any diminution in the value of the currency of the deposit due to taxes, imposts, depreciation or devaluation, or for the unavailability of any currency due to restrictions on convertibility, requisitions, involuntary transfer, exercise of military or usurped powers, or any other causes whatsoever which are beyond the Bank's control.
- 1.12 The Accountholder accepts the risk of foreign acts of state in respect of the unavailability of the repayment of the deposit if such repayment is rendered illegal or deferred by any act or order of the Government of the currency involved or of the country where such deposit is alternatively placed and the Bank shall incur no liability by reason of any change in the applicable law, governmental regulation or order, of the country of currency, or in the country where such deposit is placed.
- 1.13 The Bank reserves the right to assign a committed or internal limit to the Account which may be less than the eligible limit by virtue of Financial Services Act 2013 [Act 758] Notice 3 Investment in Foreign Currency Asset. This also applies to Accounts where no limits have been imposed. This committed or internal limit shall be subject to periodic reviews by the Bank.
- 1.14 Accounts bearing zero outstanding balance for three (3) months consecutively are subject to closure within fourteen (14) business days of notice in writing to the Accountholder.
- 1.15 Pursuant to Clause 8.5 of the Generic Terms and Conditions, the Bank reserves the right to convert and remit such deposits to the Registrar of the Unclaimed Moneys in Ringgit Malaysia or in any other foreign currency as the Bank deems appropriate at the Bank's prevailing conversion rate.
- 1.16 The Bank shall be at the liberty at any time with prior notice given to the Accountholder in the manner prescribed in Clause 9 of the Generic Terms and Conditions to set-off the deposited sum or any part thereof against such indebtedness in Malaysia and abroad, actual or contingent, primary or collateral, and several notwithstanding such indebtedness is in a different currency from the deposit and the Bank is authorised to effect any necessary conversion at the conversion rate to be determined by the Bank.
- 1.17 Notwithstanding the above terms and conditions, the opening and operation of the MCA is subject to the banking practices and laws of Malaysia, Financial Services Act 2013 [Act 758], rules and regulations of the Association of Banks in Malaysia and the rules and regulations of other regulatory bodies established by Bank Negara Malaysia including any amendments made to such laws, rules and regulations from time to time.