



ALLIANCE BANK

# **Alliance Bank Malaysia Berhad Deposits (Individual Customer) Terms and Conditions**

**Applicable for Basic Current Account/Current Account/AllianceSave Account/Alliance SavePlus Account/Alliance Hybrid Account/Alliance Elite Account/Basic Savings Account/Savings Account/Alliance My eSavings Account/Alliance Buddy™ /AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account/Alliance Senior Savers Account/Fixed Deposit Account/Alliance FDGold Account.**

### **Applicable Law**

All Current and Savings Accounts are governed by the applicable laws of Malaysia by the Terms and Conditions of Alliance Bank Malaysia Berhad ("the Bank") and banking practices effective at the date of opening of the account or as amended, enacted or adopted thereafter. Any changes to this Terms and Conditions shall be effective upon notification to the depositor by advertisement or display of notice in the Bank's lobby or any other means that the Bank thinks fit.

## **1. Opening of Account**

### **1.1 Type of Current Accounts:**

#### **1.1.1 Current Account**

- a) Current Account is available for individuals (Malaysian citizens, permanent residents and foreigners) who have attained the age of at least eighteen (18) years and are of sound mind are eligible to open an account in their personal name.
- b) In order to open a Current Account, you are required to deposit a minimum sum of not less than RM500.00 or an amount as advised by the Bank from time to time.
- c) If your name appears in the Bank's Host Dishonoured Cheque Information Inquiry ("HDC Inquiry"), the Bank has the right to close your account based on Bank's policies.

#### **1.1.2 Basic Current Account**

- a) Basic Current Account which is available for individuals (Malaysian citizens and permanent residents) aged eighteen (18) years and above can be operated individually or jointly.  
In order to open a Basic Current Account, you are required to deposit of RM500.00
- b) If your name appears in the HDC Inquiry, the Bank has the right to close your account based on Bank's policies.

#### **1.1.3 AllianceSave Account**

- a) Individuals (Malaysian citizens, permanent residents and foreigners) who have attained the age of at least eighteen (18) years and are of sound mind are eligible to open either a Personal or Joint AllianceSave Account.
- b) In order to open an AllianceSave Account, you are required to deposit a minimum sum of RM1,000.00 or an amount as advised from time to time by the Bank.
- c) If your name appears in the HDC Inquiry, the Bank has the right to close your account based on Bank's policies.

#### **1.1.4 Alliance SavePlus Account**

- a) Only individuals (Malaysian citizens, permanent residents and foreigners) who have attained at least eighteen (18) years of age and are of sound mind are eligible to open either a Personal or Joint Alliance SavePlus account.
- b) An introducer is not required when opening an Alliance SavePlus Account. Existing and additional Current and/or Savings accounts can be further maintained and opened along with the Alliance SavePlus Account.
- c) In order to open an Alliance SavePlus Account, you are required to deposit a minimum sum of RM1,000.00 or an amount as advised by the Bank from time to time. The minimum balance to be maintained in the Alliance SavePlus Account is RM20.00 or any other minimum balance as the Bank may determine from time to time.
- d) If your name appears in the HDC Inquiry, the Bank has the right to close your account based on Bank's policies.

- 1.1.5 Alliance Hybrid Account/Alliance Elite Account
- Only individuals (Malaysian citizens, permanent residents and foreigners) who have attained at least eighteen (18) years of age and are of sound mind are eligible to open either a Personal or Joint Alliance Hybrid/Alliance Elite Account.
  - In order to open an Alliance Hybrid/Alliance Elite Account, you are required to deposit a minimum sum of RM250.00 for an Alliance Hybrid Account without cheque book facilities or RM1, 000.00 for an Alliance Hybrid Account/Alliance Elite Account with cheque book facilities or an amount as advised by the Bank from time to time.
  - For Alliance Hybrid Account/Alliance Elite Account with cheque book facilities, if your name appears in the HDC Inquiry, the Bank has the right to close your account based on Bank's policies.
- 1.1.6 For Basic Current Account/Current Account/AllianceSave Account/ Alliance SavePlus Account/Alliance Hybrid Account/Alliance Elite Account
- Upon opening of the above accounts, the Bank is empowered to honour and comply with all cheques, promissory notes and other notes drawn and all bills accepted on behalf of the accountholder(s), to comply with all instructions given for or in respect of any account or accounts of any kind whatsoever on behalf of the accountholder(s) and to accept and act upon all receipts for monies deposited with the Bank on any account or account(s) in the name of the accountholder(s) provided that such cheques, promissory notes, orders, bills, instructions or receipts are signed by the account holder(s), partners, director or by the authorised signatory(ies) whether the account is in credit or debit.
- 1.2 Type of Savings Accounts:**
- 1.2.1 Basic Savings Account
- Basic Savings Account is available for individuals (Malaysian citizens and permanent residents) ONLY. Children below twelve (12) years of age must be accompanied by a parent or guardian to open a Guardian Account. You may open a Basic Savings Account with an initial deposit of RM20.00. You are also advised to maintain a minimum balance of RM20 in the Basic Savings Account.
  - Effective 16 March 2020, the Bank no longer issue passbook for new Basic Saving Account opened. A Statement of Account setting out all the transactions on the account will be made available electronically once a month via [allianceonline](#) for [allianceonline](#) user.
- 1.2.2 Savings Account
- Effective 1 October 2019, the Bank no longer offers Savings Account to new account holders.
- 1.2.3 Alliance My eSaving Account
- Individuals (Malaysian citizens, permanent residents and foreigners) who have attained the age of at least eighteen (18) years are eligible; to open an Alliance My eSaving Account in their personal name ONLY. Opening of a Joint Account is not allowed except with children age below eighteen (18) years old will be joint holder either in trust or a beneficiary. You may open an Alliance My eSaving Account with an initial deposit of not less than RM250.00 or an amount as advised by the Bank from time to time. A minimum of RM20.00 or such other amount as may be determined by the Bank must be maintained in the Alliance My eSavings Account.
- 1.2.4 Alliance Buddy™ Account
- Alliance Buddy™ Account is available to Malaysian citizens, permanent residents and foreigners who is a parent or a guardian with children aged below eighteen (18) years ONLY. The account opened by a parent or guardian for a child will be called a Guardian Account. This Alliance Buddy™ Account works similar to a trust account, whereby the parent or guardian has the controlling rights of the account until the child has turned eighteen (18) years old. Alliance Buddy™ account will be opened in the joint names of the parent or legal guardian as the primary accountholder and the child as the beneficiary to the said account. You may open an Alliance Buddy™ Account with an initial deposit of not less than RM50.00 or an amount to be advised by the Bank from time to time. A minimum of RM1.00

or such other amount as may be determined by the Bank must be maintained in the Alliance Buddy™ Account at all times.

- b) Opening of Joint Account is not allowed. Only one (1) parent and one (1) child are allowed to open the Alliance Buddy™ Account.

#### 1.2.5 AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account

- a) Effective 1 October 2019, the Bank no longer offers this account to new account holders.
- b) However, the following is applicable to existing account holders only:  
AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account is only available to children below eighteen (18) years of age. Once the child has attained the age of eighteen (18), the child may close the account or if the AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account is not then closed, the same account will automatically be converted to a normal Savings Account. This account works similar to a trust account, whereby a parent or guardian will be the joint account holder. The parent or guardian has the controlling right of the account until the child has turned eighteen (18) years old.

#### 1.2.6 Alliance Senior Savers Account

- a) Effective 1 October 2019, the Bank no longer offers this account to new account holders.

### 1.3 Type of Fixed Deposit Accounts:

#### 1.3.1 Fixed Deposit Account

- a) Fixed Deposit Account is available for individuals.
- b) Individuals (Malaysian citizens, permanent residents and foreigners) who have attained the age of at least eighteen (18) years are eligible to open an individual or joint Fixed Deposit Account. Children below eighteen (18) years old must be accompanied by a parent or guardian.
- c) Tenure/Minimum Deposit:
  - (i) The term for the Fixed Deposit placement shall be from one (1) month to sixty (60) months. A minimum placement amount of RM5,000.00 is required for a one (1) month placement and for other tenures i.e. two (2) months and above is a minimum of RM500.00.
  - (ii) The Fixed Deposit Account can also be opened through **allianceonline** via fund transfer from your own personal Savings or Current Account with the Bank (including joint Savings or Current Account with the mandate of either one to sign). The tenure for these Fixed Deposits placement shall however be for one (1) to twelve (12) months only. No physical certificate will be issued for such placements of Fixed Deposit.

#### 1.3.2 Alliance FDGold Account

- a) Individuals (Malaysian citizens, permanent residents and foreigners) aged twenty-one (21) years and above are eligible to open an individual or joint Alliance FDGold Account. For joint accounts, the primary account holder(s) must be twenty-one (21) years and above and the secondary holder(s) must be at least eighteen (18) years old.
- b) Tenure/Minimum Deposit:
  - (i) The Alliance FDGold Account must be opened with a minimum placement period of either 12, 15, 18, 21, 24, 36, 48 or 60 months subject to a minimum placement of RM30,000.00.
  - (ii) The Alliance FDGold Account can also be opened through **allianceonline** via fund transfer from your own personal Savings or Current Account with the Bank (including Joint Savings or Current Account with the mandate of either one to sign). This eAlliance FDGold Account must however be opened with twelve (12) months tenure subject to a minimum placement of RM30,000.00.

#### 1.3.3 Fixed Deposit Account and Alliance FDGold Account via Digital Banking One System (DBOS) at branch.

- a) The Fixed Deposit Account and Alliance FDGold Account can also be opened through Digital Banking One System (DBOS) via fund transfer from your own personal Savings or Current Account with the Bank (including joint Savings or Current Account as per account operating mandate).
- b) No physical Fixed Deposit receipt will be issued. An acknowledgement will be sent electronically to you for each Fixed Deposit / Alliance FDGold Account placement. The e- acknowledgement is not a document of title and acts only as an evidence of placement of the Fixed Deposit/ Alliance FDGold Account. It is also non-negotiable, non-transferable and non-assignable.
- c) You can view your Fixed Deposit/Alliance FDGold placement and account details via allianceonline.
- d) Tenure / Minimum Deposits:
  - (i) The term for Fixed Deposit placement shall be from one (1) month to sixty (60) months. A minimum placement amount of RM5,000.00 is required for a one (1) month placement and for other tenures i.e. two (2) months and above is a minimum of RM500.00.
  - (ii) The Alliance FDGold Account shall be in placement period of either 12, 15, 18, 21, 24, 36, 48 or 60 months subject to a minimum placement of RM30,000.00.

## 2. Definition of Resident and Non Resident

### 2.1 Resident is defining as follows:

- a) a citizen of Malaysia, **excluding** a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
- b) a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;

### 2.2 The following are considered as non-resident

- a) any person other than a resident;
- b) a Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia.
- c) A non-citizen of Malaysia with exception to 2.1 (b)

## 3. External Account (EA)

### 3.1 An External Account is an account in Ringgit opened with

- a. by a Non-Resident—
  - i) individually;
  - ii) jointly with another Non-Resident; or
  - iii) jointly with a Resident, **excluding**—
    - i) for a joint venture in Malaysia;
    - ii) a husband and wife; or
- b. by a person who operates the account in trust for or on behalf of a Non-Resident. The designation of the account shall be determined based on the residency of the beneficiary.

### 3.2 Any unverified payment, receipt or transfer into or from an external account are limited to RM10,000 per transaction;

### 3.3 No limit shall apply for the following transactions:

- (i) Cash withdrawal performed over the counter.
- (ii) transfer between External Account of the same account holder
- (iii) EA of consulate, high commission, or embassy.
- (iv) Participants of My Second Home Programme.
- (v) Individual working or studying in Malaysia (including spouse and parent).

### 3.4 The Bank has the right to decline or further request for information or supporting documents to verify the needs to open the External Account and in perfecting any transaction from or into External Account.

## 4. Guardian Account

### 4.1 For Basic Savings Account/Savings Account/Alliance My eSaving Account/Alliance Buddy™ /AllianceSave Pendidikan Account.

- a) Guardian Accounts are accounts operated by guardian(s) in trust for account of minors, in this case children aged below twelve (12) years and/or eighteen (18) years.

## **5. Executors and Administrators Account**

- 5.1 An executor may be defined as a person who has been appointed by a testator (the deceased person) for the purpose of winding up the testator's estate in accordance with the instructions contained in the testator's last will.
- 5.2 An administrator is appointed by the court when a person dies wholly intestate (without a will) or where no executor is named in the will or the named executors are dead or they renounce their appointment or are incapable of acting.
- 5.3 Alliance Bank Debit Card is not allowed for this type of account.

## **6. Opening/Operation of Account for the Visually Impaired**

- 6.1 Blind Person (Account Holder) who is literate/illiterate can open as deposit account to be operated individually/jointly with the presence of a sighted companion/friend/relative of the blind person.
- 6.2 At the time of account opening, the signature/thumbprint input by the account holder must be witnessed by a sighted companion/friend/relative of the blind person as witness 1 and witnessed by an officer of the Bank as witness 2.
- 6.3 For the operation of account done over-the-counter, the account holder should affix his/her thumb impression or mark in the presence of the authorised officer who should verify the identity of the person.
- 6.4 The Bank officer shall explain the Terms and Conditions governing the account to the account holder.

## **7. Joint Account**

- 7.1 You authorise the Bank to place all monies received by the Bank on account of either one of you to the credit of such joint account or accounts and deliver any documents and securities the Bank may hold on your joint account to either one of you.
- 7.2 You shall be jointly and severally liable for all obligations and liabilities incurred on or in respect of any loan or overdraft or any other facility which may be granted on the Joint Account together with all interest and other charges thereon.
- 7.3 At any time the Bank may with notice to either one of you combine and/or consolidate all or any other accounts whether in any of your individual names or in your joint names and/or set off and/or transfer any credit balance of any one or more of such accounts in or towards the satisfaction of any of your liabilities to the Bank on any other account or in any other respect, and whether such liabilities to the bank are actual, contingent, primary, collateral, several or joint.
- 7.4 The Joint Account that is:
  - a) Operated with a single signing authority, instructions from any one of the Joint Account holders will be accepted by the Bank and such instructions will be binding on the other Joint Account holders. If, prior to acting on instructions received from one Joint Account holder, the Bank receives contradictory instructions from another Joint Account holders, the Bank may choose to act thereafter only on the mandate of all the Joint Account holders of the Joint Account, notwithstanding that the Joint Account requires single signing authority and the Bank shall not be responsible or liable for any loss, claims, demands, proceedings, costs, expenses and damage whatsoever caused by the Bank's refusal to act without such mandate.
  - b) Operated with a joint signing authority, only instructions from all of the accountholders of the Joint Account will be accepted by the Bank.
- 7.5 In event of death, subject to the relevant legislation prevailing at such time, to hold on the death of either or one of you any credit balance or balances now or hereafter standing to any account or accounts in your joint names and any securities held in your joint names to the order of the survivor or survivors without prejudice to the Bank's right of consolidation and set-off contained herein or the Bank's rights in

respect of such balance or securities arising out of any lien charge pledge counter-claim or otherwise, the Bank shall be entitled to pay the credit balance in the account to the survivor(s) in the event of death of any or one of the joint Accountholder and such payment constitutes valid discharge by the Bank on the amount due in the account(s). Notwithstanding the above, the Bank may take any step as it may find desirable in the event there are any claim by any person other than the survivor(s).

- 7.6 The Joint Account(s) holders shall jointly and severally undertake to indemnify and hold the Bank harmless against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from any instruction issued by any of the Joint Account(s) holders.

## **8. Closure of Joint Account**

### **8.1 Savings Account**

- a) Any request to close the Joint Account must follow the condition for the operation of the account as well, as stated in the application form for Personal/Joint Account.

### **8.2 Current Account**

- a) Any request to close the Joint Account must be confirmed with all parties.

## **9. Alliance Bank Debit Card**

### **9.1 For Alliance SavePlus Account/Alliance Hybrid Account/Alliance Elite Account/Alliance My eSaving Account.**

- a) Alliance Bank Debit Card of such category and type as may be determined by the Bank in its discretion shall be issued for each account. For Joint Accounts operated with a single signing authority, either one of account holder(s) shall be issued with the Alliance Bank Debit Card.
- b) You will indemnify the Bank against all actions, proceedings, claims, demands, losses, damages, costs and expenses (including legal fees on a solicitor-client basis) which the Bank may sustain or incur arising out of or in connection with the use of the Alliance Bank Debit Card by the principal account holder(s).
- c) For Joint Account, either one of the accountholders may issue instructions and authorize the Bank to effect any Debit Card Transactions (transaction effected by the use of Debit Card for both local and overseas transactions; face-to-face Card Present Transactions as well as non-face-to-face CardNot-Present Transactions and Contactless Transactions (where applicable).on a joint account. All Card Transactions arising shall be binding on all accountholders, who are jointly and severally liable.
- d) The mandate of a joint accountholder shall not be revoked until and unless the joint accountholder whose mandate is to be revoked surrenders his Alliance Bank Debit Card to the Bank.

## **10. Deposits**

- 10.1 All cheques etc. sent to the Bank by post for the credit of your account must be accompanied by a letter or completed deposit slip so that there can be no doubt as to how the cheques are to be applied.

- 10.2 Deposits of cash/cheques and other instruments should be made by completing our prescribed deposit slips, which are available at the Bank. When you make a deposit to your account, you will receive a copy of the deposit slip, which must bear the initials of an authorised Officer of the Bank, or be validated by a teller machine. Cheques are received for collection only and the temporary receipt should not be construed to mean that the cheque deposited into your account has been cleared. You may only draw against it after sufficient time of cheques clearance have lapsed for dishonoured items to be returned.

- 10.3 Although every endeavor is made to process all deposits slips on the day of receipt, cheques, drafts money orders, etc., lodged in the afternoon may not be in time for clearing to other banks on the same day and will go forward for clearance the following business day. The relevant times applicable to each office vary and we shall be pleased to supply you with further information upon request. Notice of dishonour of cheques will be given as soon as possible once received by the Bank.

- 10.4 Cheques and other instruments deposited and which have been subsequently dishonoured will be returned.

- a) The advice which is password protected will be emailed to the latest address maintained with the Bank; or
- b) Mail by post if no email address is maintained with the Bank.
- 10.5 For Basic Savings Account/Savings Account
  - a) Deposits may be made at any branch of the Bank in Malaysia. You are advised to maintain a minimum balance of RM20.00 in the Basic Savings Account.
- 10.6 For Alliance Senior Savers Account
  - a) Deposits may be made at any branch of the Bank in Malaysia. A minimum of RM50.00 or such other amount as may be determined by the Bank must be maintained in the account.
- 10.7 For Alliance Buddy™ Account
  - a) Deposits may be made at any branch of the Bank in Malaysia. A minimum of RM1.00 or such other amount as may be determined by the Bank must be maintained in the account.
- 10.8 For AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account
  - a) Deposits may be made at any of the nearest Bank in Malaysia. A minimum of RM1.00 or such other amount as may be determined by the Bank must be maintained in the account.

## 11. Withdrawals

- 11.1 For Basic Current Account/Current Account/AllianceSave Account/Alliance Hybrid Account/ Alliance Elite Account with cheque book facilities
  - a) Withdrawals can be made through (i) encashment of cash cheques at the Bank's teller counter; or (ii) at any of the Bank's Automatic Teller Machines (ATM); or (iii) any other ATM network (MEPS) of which the Bank is a member; or (iv) transfer of funds via **allianceonline** or (v) through a withdrawal slip which must be completed and signed by customer (only applicable for selected categories of customers) for over-the-counter withdrawals.
- 11.2 For Basic Savings Account/Savings Account/ Alliance SavePlus Account/Alliance Hybrid Account/Alliance Elite Account without cheque book facilities/AllianceSave Pendidikan Account/Alliance Senior Savers Account
  - a) Cash withdrawals can be made (i) personally at the branch where the account is maintained or (ii) personally at any of the branches; or (iii) at any of the Bank's ATM or any ATM network of which the Bank is a member (not applicable for AllianceSave Pendidikan Account); or (iv) transfer of funds via **allianceonline**. A withdrawal form must be completed and signed by you when making a withdrawal over-the-counter.
  - b) For Alliance Hybrid Account without cheque book facilities, customers are strongly encouraged to perform cash withdrawal via the ATM machine up to the maximum limit first before proceeding to the counter, if in excess of the daily limit.
- 11.3 For Alliance Buddy™ Account
  - a) Cash withdrawals can be made by a parent of a guardian at the branch where the account is maintained or at any of the branches. A withdrawal form must be completed and signed when making any withdrawals over-the-counter.
  - b) The Bank reserves the right to ask you to produce identification papers before making a payment.
  - c) Transfer of funds can be made through **allianceonline**. (Applicable for Alliance Buddy™ /AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account).
- 11.4 For Alliance My eSaving Account
  - a) Withdrawals can be made (i) personally at any of the Bank's ATM or any ATM network of which the Bank is a member, (ii) personally at any branch of the Bank in Malaysia with an over the counter transaction charge of RM5.00 per transaction and (iii) or transfer funds via **allianceonline**.
  - b) For any withdrawals over-the-counter, The Bank reserves the right to ask you to produce identification papers before making a payment.

## 12. Placement

- 12.1 Fixed Deposit Account/Alliance FDGold Account



- a) The Fixed Deposit Account/Alliance FDGold Account becomes effective upon placement of cash, account transfer or local cheques. Local cheques accepted are subject to clearance of the said cheques.
- b) You are required to inform the Bank at the time of placement as to the treatment of the deposit on its due date. In the absence of any instructions by you, the Bank may renew the deposit for the same term at the then prevailing rate. In the event should you need to change the instruction after the placement, you will need to withdrawal and perform a new placement.

### **13. Debit Balances Interest**

- 13.1 For Current Account/Basic Current Account/Alliance Save Account/Alliance Hybrid Account/Alliance Elite Account with cheque
  - a) For Current Account with no-pre arranged overdraft facility, an interest at the rate of 3.5% + Base Lending Rate (or such other rates or amount determined by the Bank from time to time subject to a minimum charge of RM10.00) will be payable by you at such times that the Bank may stipulate on the debit balances in the Current Account.

### **14. Interest**

- 14.1 For Current Account
  - a) There is no interest paid for Current Account. In the event that your daily average balance falls below RM1,000.00, a half-yearly fee of RM10.00 or an amount to be stipulated by the Bank from time to time will be levied.
- 14.2 For Basic Current Account
  - a) There is no interest paid for Basic Current Account. A service charge of RM 10.00 for each half year on Basic Current Account with a daily average balance of less than RM1,000.00 during the half year.
- 14.3 For AllianceSave Account
  - a) AllianceSave Account will earn an interest at the Bank's prevailing multi-tiered interest rate. Interest will be calculated on a daily basis and such interest shall be credited monthly. Regardless of the balance, a half-yearly fee of RM15.00 or an amount to be stipulated by the bank from time to time will be levied.
- 14.4 For Alliance My eSaving Account
  - a) Alliance My eSaving Account will earn interest at the Bank's prevailing multi-tiered interest rate. Interest will be calculated on a daily basis and such interest shall be credited monthly.
- 14.5 For Alliance Hybrid Account/Alliance Elite Account with cheque book facilities
  - a) Alliance Hybrid/Alliance Elite Account will earn interest at the Bank's prevailing multi-tiered interest rate. Interest will be calculated on a daily basis and such interest shall be credited monthly. Regardless of the balance, a half-yearly fee of RM15.00 or an amount to be stipulated by the Bank from time to time will be levied.
- 14.6 For Alliance Hybrid Account without cheque book facilities
  - a) Alliance Hybrid Account will earn interest at the Bank's prevailing multi-tiered interest rate. Interest will be calculated on a daily basis and such interest shall be credited monthly.
- 14.7 For Alliance SavePlus Account
  - a) Alliance SavePlus account will earn interest at the Bank's prevailing multi-tiered interest rate. Interest will be calculated on a daily basis and such interest shall be credited monthly.
- 14.8 For Alliance Senior Savers Account
  - a) The Bank will apply a multi-tiered interest rate structure at such rate as may be determined by the Bank from time to time to calculate the interest earned for that month. The interest if any will be computed based on the daily balance or on any other basis which the Bank may determine according to its policies. You should present the passbook after every month end for the posting of interest if any, due to your Alliance Senior Savers Account.
- 14.9 For Basic Savings Account/Savings Account
  - a) Interest if any, at such rate as may from time to time be determined by the Bank

however shall not be lower than 0.25% per annum and will be credited in arrears half- yearly or at such other intervals as the Bank may determine. The interest, if any, will be computed based on the daily balance or on any other basis which the Bank may determine according to its policies. You should present the passbook for the posting of interest, if any, due to your Savings Account.

- 14.10 For Alliance Buddy™ Account
- a) Interest, at such rate as may be determined by the Bank from time to time to calculate the interest earned for the month. The interest, if any, will be computed based on the daily balance or on any other basis which the Bank may determine according to its policies. The rate offered may be indicated on our website at [www.alliancebank.com.my](http://www.alliancebank.com.my). You are advised to present the passbook for the posting of interest, if any, due to your account.
- 14.11 For AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account
- a) Interest, if any, at such rate as may be determined by the Bank from time to time to calculate the interest earned for the month. The interest, if any, will be computed based on the daily balance or on any other basis which the Bank may determine according to its policies. You should present the passbook after every month end for the posting of interest if any, due to your account.
- 14.12 For Fixed Deposit Account
- a) The Fixed Deposit Account will earn interest at the contracted rate and interest will be calculated daily on the same rate. The interest is credited to an account with the Bank. However, you are allowed to collect interest in cash. Interest is paid on maturity for tenures of 1 to 12 months and 6 monthly for tenures above 12 months.
- 14.13 For Alliance FDGold Account
- a) The Alliance FDGold Account will earn interest at the contracted rate and interest will be calculated daily on the same rate. The interest is paid monthly. The interest is credited to an account with the Bank. However, you are allowed to collect interest in cash.
- 14.14 Minimum Amount to Earn Interest & Interest Rate  
For more information on minimum amount to earn interest and interest rate, please refer to <https://www.alliancebank.com.my/general/interest-rates.aspx>
- 15. For Alliance Bank Group Staff**
- 15.1 Upon staff's cessation of employment with the Bank, the additional interest rate of 0.50% p.a. above the board rate for Fixed Deposit and Alliance My eSaving/ Alliance Senior Savers/ Savings Account shall be changed immediately to the Bank's board rate at the time of placement for Fixed Deposit account and to the Bank's prevailing board rate for Alliance My eSaving/ Alliance Senior Savers/ Savings Account.
- 15.2 It is the responsibility of the staff/ ex-staff to check the rates displayed at the branch notice board for any changes on the rates.
- 16. Bonus/Reward Interest**
- 16.1 For AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account
- a) You will be given a Bonus Interest equivalent to 10% of the total interest earned on the account if no withdrawals of the deposit are made for a continuous period of twelve (12) months. Bonus Interest, if any, at such rate as may be determined by the Bank from time to time, will be calculated and accrued from the following month after the opening of the AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account. The AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account will continue to earn Bonus Interest on the total interest earned for the preceding twelve (12) months, provided the conditions for Bonus Interest are fulfilled.
- 16.2 For Alliance My eSaving Account
- a) Quarterly Reward Interest are paid on the first RM1,000.00 of the Incremental Monthly Average Balance for the calendar quarter only.
  - b) The Quarterly Reward Interest (if any) will be calculated based on the Average Incremental Monthly Average Balance for the calendar quarter only and such

interest will be credited quarterly on 1 January, 1 April, 1 July and 1 October of the year. E.g. Interest from January to March, the payout will be on 1 April). You must open an account any time prior to the Quarterly Reward Interest for you to be eligible for the current calendar quarter.

- 16.3 You will be disqualified for the Quarterly Reward Interest if you do not meet the requirement of consistent Incremental on the Monthly Average Balance of at least RM100.00 for each month in each quarter. Interest earned on the account is not included in the Monthly Average Balance calculation.

a) Illustration:

- (i) You will be entitled for the Quarterly Reward Interest when you have an incremental on the Monthly Average Balance of RM100.00 per month from January to March.
- (ii) You will not be entitled for the Quarterly Reward Interest if you only have an incremental on the Monthly Average Balance of RM100.00 for January and no incremental/less than RM100.00 for February and/or March.
- (iii) However, you will start with the new cycle on the next quarter of the year (provided all stipulated conditions are met) i.e. January to March, April to June, July to September and October to December.

- 16.4 For Alliance Buddy™ Account

- a) Bonus Interest, if any may be awarded at such rate as may be determined by the Bank from time to time. It is calculated from the next month in which the Alliance Buddy™ Account was opened. The Bonus Interest will be paid based on the total interest earned for the past twelve (12) months provided these two conditions are fulfilled: (1) A total amount of not less than RM100.00 is deposited within the calendar month for twelve (12) consecutive months and (2) No withdrawals of the deposit are made for a continuous period of twelve (12) months.

## 17. Fee Waivers

- 17.1 For Alliance SavePlus Account only

- a) No service fee will be charged to the account, however, transaction charges performed via Online or ATM (i.e. IBG/IBFT/MEPS/Debit Card Annual Fee) will be imposed if the monthly average balances are less than RM10,000.00 or an amount to be stipulated from time to time by the Bank will be levied. Account with monthly average balances above RM10,000.00 is eligible for waiver of the fees and charges, the waivers will only be reimbursed on 1st of the following month.
- b) The maximum waivers for fees and charges are shown in the table below:

Charges/ Fees	Cost Per Transaction
IBG	RM0.10
IBFT	RM0.50
MEPS Cash Withdrawal at	
- Other local banks	RM1.00
- Locally incorporated foreign banks	RM1.00
Debit Card Annual Charge	RM12.00
Over the counter transaction	RM 2.00

- 17.2 Charges may vary from time to time with prior notice. For the waiver of Debit Card Annual Charge, customer must be the primary holder of the Alliance SavePlus Account and using the Debit card under Alliance SavePlus account for more than one (1) year. Waiver will not be granted to the Debit Card Annual fees if the opening of Alliance SavePlus Account is less than one (1) year.

## 18. Straight A's Achievement Award

- 18.1 For Alliance Buddy™ Account only

- a) In recognition of the child's achievement in public examinations (i.e. PT3 (until year 2021) and SPM), the Bank may present cash payments which will be credited to the Alliance Buddy™ Account. The breakdown of the examination awards are RM300.00 for PT3 (until year 2021) SPM examinations respectively. The awards may be reviewed by the Bank from time to time and subject to the criteria: (1) the results of all subjects taken must be an 'A' grade irrespective of

the number of subjects taken. In the case of SPM examination, the grades of 'A', 'A+' and 'A-' are considered as an A grade. (2) A balance of RM500.00 must be maintained in the account for six (6) consecutive months prior to the announcement of the examinations results. (3) the account holder(s) must submit a certified true copy of the examination results slip within fourteen (14) days from the announcement date of the results in order to be eligible for the cash awards.

18.2 For AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account only

- a) In recognition of the child's academic achievement in school examinations (i.e. PT3 (until year 2021)SPM), the Bank will present cash payments which will be credited to the AllianceSave Pendidikan Account/AllianceSave Pendidikan School Adoption Programme Account. The breakdown of the examination awards are RM300.00 for PT3 (until year 2021) and SPM examinations respectively. The awards may be reviewed by the Bank from time to time. The awards will be accorded subject to the criteria (grades): (1) the results of all subjects taken must be an 'A' grade irrespective of number of subjects taken. In the case of SPM examination, the grades of 'A', 'A+' and 'A-' are considered as an A grade. (2) A balance of RM300.00 must be maintained in the account for six (6) consecutive months prior to announcement of the results. (3) the account holder(s) must submit a certified true copy of the examination results slip within fourteen (14) days from the announcement date of the results to claim the cash awards.

**19. Cheques**

- 19.1 Cheque books are available only for use with Basic Current Account/Current Account/AllianceSave Account/Alliance Hybrid Account/Alliance Elite Account with cheque book facilities.
- 19.2 You shall use only cheques supplied by the Bank at all times to draw on your account. When you issue cheques, please ensure that the amount, both in words and figures are written distinctly and in such a way that the insertion of any word or figure should be prevented. A line drawn "\_\_\_\_\_" or the word "only" or "sahaja" should be added after the amount expressed in words.
- 19.3 The Bank is restricting the deposit of cheques payable to the account holder(s) only.
- 19.4 You shall ensure that sufficient funds are maintained in your account at all times for payment of cheques issued. Charges (refer to Fees & Charges in website) will be imposed for every returned cheque owing to insufficient funds in your Current Account. A warning will be issued after the first cheque is issued for reason of insufficient funds. The Bank reserves the right to perform checking via HDC Inquiry and to close the account if three or more cheques issued, according to the bank's policies, by the account holder(s) are returned by the Bank for reason of insufficient funds, within a twelve month period, in one calendar year.
- 19.5 The Bank shall have the right to refuse to honour cheques where the signature of the account holder(s) differs from the specimen signature provided to the Bank. No alterations shall be made on cheques. The Bank reserves the right to dishonour and return cheques that in the Bank's opinion bear any form of alteration, according to the bank's policies (whether countersigned by you or otherwise).
- 19.6 If you wish to stop payment on a cheque, you must give us the full particulars of the cheque to be countermanded in writing and sign the letter in the same manner as cheques drawn on your account. Stop Payment instruction may be made through **allianceonline**. As a particular danger may exist with cheques lost before they have been completed, please keep your cheque book in safe custody.
- 19.7 The Bank reserves the right to levy a service charge of RM15.00 or such other amount as may be determined by the Bank from time to time for executing each and every Stop Payment instruction. For Post-dated cheques returned, RM10.00 per cheque will be collected from the payee.
- 19.8 Application for new cheque books shall be made on the Bank's printed application forms, through the Bank's Alliance Bank Debit Card or using the Bank's **allianceonline** facility. It is important to ensure that all cheques are accounted for in the new cheque book when you receive it from the Bank and trustworthy messengers should be sent

to collect a cheque book if you are unable to collect the same personally. Please do not give cheques from your cheque book to another person or borrow cheques from somebody else, as there is a chance that these items may be applied to the wrong account.

- 19.9 When the Bank accepts or incurs liability for or at your request, any funds or securities and other valuables belonging to you deposited with the Bank shall automatically become security to the Bank and the Bank shall have the right to retain such funds or any part thereof and even dishonour your cheque until the liability is settled.
- 19.10 You will indemnify the Bank, as a collecting Banker, from any loss, which the Bank may incur by reason of its guaranteeing any endorsements, discharges, on any cheque presented by your expressed request in every case.

## **20. Savings Passbook**

- 20.1 For Basic Savings Account/Savings Account/Alliance Buddy™ /AllianceSave Pendidikan Account/Alliance Senior Savers Account, accountholder(s) who hold a passbook, the passbook will continue to apply and any replacement/renewal of passbook will continue to be issued. The passbook must be presented at the counter for every transaction.
- 20.2 The amount of each deposit and withdrawal will be entered in the passbook. Any payment made by the Bank upon the production of the passbook shall have the same effect as if the payment has been made to you personally and the Bank will not be responsible for any loss thereby suffered by you or by any other party.
- 20.3 The passbook should be presented to the Bank as and when required by the Bank for any interest/dividend or unposted items to be entered. The passbook is for reference only and is not conclusive as to does not necessary indicate the current balance of the account as deposits or withdrawals may have been made or items charged without entry having been posted in the passbook.
- 20.4 You are responsible to ensure that the entries in the passbook are correct before leaving the premises of the Bank failing which you shall be deemed to have accepted the entries therein. Entries in the passbook are not valid unless entered by the machine print or otherwise bear the signature(s) of the Bank's authorised officers.
- 20.5 The passbook shall not be tampered or altered with respect to matters relating to the transactions either by you or any other party. If passbook is worn out or defaced, the Bank may, on delivery of such passbook and payment of a sum specified by the Bank, replace the defaced passbook or issue you with a new passbook. A minimum FEE will be imposed (For more information on Fees and charges, please refer to <https://www.alliancebank.com.my/general/fees-and-charges.aspx>)

## **21. Depositor's Capacity to Contract**

- 21.1 For Basic Savings Account/Savings Account/Alliance My eSaving Account
- You must have the capacity to contract. Under the Bank's policy, an individual who has attained the age of 18 years only may open an account under his/her own name. A minor may also open an account but the account shall be opened jointly with and operated only by the parent/guardian.
  - Basic Savings Account/Savings Account/Alliance My eSaving Account can be closed at the request of the customer, by operation of law or according to its policies of the Bank.
  - An account can be suspended in the event of death, bankruptcy or insanity of the account holder.

## **22. Duties of Depositors**

- 22.1 For Basic Current Account/Current Account/AllianceSave Account/Alliance Hybrid Account/Alliance Elite Account with cheque book facilities
- The cheque book should be kept safe under your own custody and the Bank shall not accept responsibility for any loss incurred by you due to your own negligence or omission which causes an unauthorized person obtains the chequebook or leaf and fraudulently obtains payment on any sum belonging to you.
- 22.2 For Basic Savings Account/Savings Account/ Alliance Buddy™ Account/AllianceSave Pendidikan Account/Alliance Senior Savers Account with Savings Passbook

- a) The passbook should be kept safe under your own custody and the Bank shall not accept responsibility for any loss cause to you through your own negligence.

22.3 For Fixed Deposit Account/Alliance FDGold

- a) The Fixed Deposit certificate/Alliance FDGold with certificates should be kept safe under your own custody and the Bank shall not accept responsibility for any losses incurred by to you due to your own negligence, any person shall obtain possession of the Fixed Deposit certificate/Alliance FDGold certificates and fraudulently obtain payment of any sum belonging to you.

**23. Loss of Fixed Deposits certificate**

23.1 For Fixed Deposit Account/Alliance FDGold

- a) You should immediately inform the Bank on the loss of the Fixed Deposit /Alliance FDGold certificate. Upon verification, the Bank will issue you with a new receipt.
- b) Effective 1st December 2021, this clause is no longer applicable.

**24. Fixed Deposits / Alliance FD Gold Renewal and Withdrawal**

24.1 Effective 1st December 2021, you are not required to present the original Fixed Deposit/Alliance FDGold receipt or certificate duly endorsed for renewal or withdrawal of the Fixed Deposit/Alliance FDGold.

- a) The Fixed Deposit/Alliance FDGold receipt or certificate serves only as a confirmation of the placement of the Fixed Deposit/Alliance FDGold and is not a document of title.
- b) When the Bank has agreed to allow a Fixed Deposit/Alliance FD Gold to be withdrawn by you without the submission of the physical Fixed Deposit/Alliance FDGold receipt or certificate to the Bank, the physical Fixed Deposit/Alliance FDGold receipt or certificate issued earlier by the Bank shall be deemed null and void thereafter and the continued retention of the physical Fixed Deposit/Alliance FDGold receipt or certificate does not grant any rights to you
- c) The physical Fixed Deposit/Alliance FDGold receipt/certificate is not evidence that the Fixed Deposit/Alliance FDGold is still subsisting, and shall not by itself constitute sufficient evidence to rebut any record with the Bank indicating that the Fixed Deposit/Alliance FDGold has been uplifted.
- d) The records available with the Bank as to the withdrawal of the Fixed Deposit/Alliance FDGold by you shall be final, conclusive and binding on you.
- e) Pursuant to the "Unclaimed Moneys Act 1965 (Revised 2002)", the funds/balances in the Fixed Deposit/Alliance FD Gold shall be sent to the Registrar of Unclaimed Moneys ("RUM") if the last transaction date (including auto renewal instruction date) is more than seven (7) years. Prior to such transfer of funds/balances to RUM, the Bank will send a notice advising you to renew or withdraw the Fixed Deposit/Alliance FDGold to avoid the monies being transferred to the RUM.
- f) For withdrawal of Fixed Deposit/Alliance FDGold accounts opened via Digital Banking One System (DBOS), the principal sum and interest earned thereon (if any), shall be credited into your Current or Savings Account maintained with the Bank.
- g) Only Fixed Deposit/Alliance FD Gold placed via allianceonline can be withdrawn via allianceonline.
- h) Any other placement of Fixed Deposit/Alliance FDGold other than via allianceonline will not be able to be withdrawn via allianceonline

24.2 For Fixed Deposit Account

- a) Partial withdrawal of the deposit shall not be allowed during the tenure of the Fixed Deposit.

24.3 For Alliance FDGold Account

- a) Partial withdrawal in multiples of RM1,000.00 is allowed during the tenure of the Fixed Deposit. However, you must maintain a minimum balance of RM30,000.00 therein at all times.
- b) Partial withdrawal of the deposit shall not be allowed during the tenure of the Alliance FDGold placed via **allianceonline**.

- 24.4 For Fixed Deposit Account/Alliance FDGold Account
- a) If the fixed deposit is withdrawn before its maturity date, then the interest payable, if any, will be subjected to the \*contracted rate and/or the Bank's policy on premature withdrawal i.e. for Fixed Deposit or Alliance FDGold. There will be no interest paid for any premature withdrawal before the completion of 3 months of placement, otherwise at half of the contracted rate for each of the completed month(s), whichever is applicable. Any premature withdrawal of Fixed Deposit with tenure above 12 months and any premature withdrawal of FDGold will result in a deduction of interest paid for the contracted rate to reflect the penalty rate (if any) as interest is paid every half yearly and monthly respectively.
  - b) The same applies for Fixed Deposit or Alliance FDGold opened via **allianceonline**.  
\*contracted rate – the rate applicable for the Fixed Deposit or Alliance FDGold initial placement tenure opted for and/or subsequent renewal on the same Terms and Conditions.
- 24.5 For Fixed Deposit Account/Alliance FDGold Account (effective 1 January 2018)
- a) With effect from 1 January 2019 no interest will be paid for premature withdrawal/upliftment of the Fixed Deposit that is placed or renewed prior and or from 1 January 2018. The same applies for Fixed Deposit or Alliance FDGold opened via **allianceonline**.
- 25. Overdraft ("OD")**
- 25.1 For Basic Current Account/Current Account/AllianceSave Account
- a) Please ensure that your account does not become overdrawn, even temporarily, unless you have made prior special arrangements with the Bank. Charges (Please refer to the full Fees & Charges in the website) will be levied on each cheque that is dishonoured owing to insufficient funds.
- 25.2 Eligible or qualified AllianceSave Account holder(s) may be offered an Overdraft facility by the Bank which can be either a clean OD or an OD facility pledge against a Fixed Deposit on a ratio of 1:1 basis or a ratio to be determined by the Bank.
- 26. Statement of Account**
- 26.1 For Basic Current Account/Current Account/AllianceSave Account/Alliance SavePlus Account/Alliance Hybrid Account/Alliance Elite Account
- a) A Statement of Account setting out all the transactions on the account will be made available electronically once a month via **allianceonline** for **allianceonline** user unless we receive an instruction to the contrary from you with no charges. You are advised to check the entries in the Statement of Account and report immediately to the Bank in writing if any error is found therein. In the absence of any objection within fourteen (14) days from the date of the Statement of Account, all entries therein are deemed correct. The Bank reserves the right to make corrections as and when necessary if any error is discovered by the Bank.
- 26.2 For Alliance My eSaving Account and Basic Savings Account **without Passbook**
- a) A Statement of Account setting out all the transactions on the account will be made available electronically once a month via **allianceonline** for **allianceonline** user.
  - b) You are advised to check the entries in the Statement of Account and report immediately to the Bank in writing if any error is found therein. In the absence of any objection within fourteen (14) days from the date of the Statement of Account, all entries therein are deemed correct. The Bank reserves the right to make corrections as and when necessary if any error is discovered by the Bank.
- 26.3 The account transactions history for a period of up to 180 days can be viewed and downloaded in a form of statement via **allianceonline**.
- 26.4 Hardcopy statement can be requested in branch with a fee imposed (waiver are available subject to Bank's policies). For more information on Fees and charges, please refer to <https://www.alliancebank.com.my/general/fees-and-charges.aspx>
- 27. Debit of Funds from Unintended Beneficiary**

- 27.1 In the event of any dispute, the Bank reserves the right to debit funds from your account once the dispute have been investigated and it is justified that you are not the intended beneficiary of the funds that have been credited into your account.

**28. Withholding Tax**

- 28.1 Withholding tax or any form of tax charge or fee, which may be imposed by the relevant authorities from time to time, will be deducted at the time of payment of interest.

**29. Closure of Account**

- 29.1 The Bank reserves the right to close your account by serving notice by ordinary mail addressed to your usual or last known address or in such form and manner as determined by the Bank according to its policies and shall not be bound to disclose any reason thereof.
- 29.2 Service of notice shall be made at the time when the letter would in the ordinary course of post be delivered or the communication transmitted. Upon closure of your account by you or by the Bank, all unused cheques (if applicable) shall become the property of the Bank and should be returned to the Bank.

**30. Dormant Account**

- 30.1 If there are no transactions carried out on the Account within the period specified according to the Bank's policies, we may consider the Account Dormant and may impose a charge or fee on the Account and close the Account with prior notice to you.
- 30.2 Upon notice as stated in clause 30.1, should Account balance is less than RM10.00, the balance will be absorbed as a service fee and thereafter the Bank will proceed to close the above account without any further reference to you; or
- 30.3 If your account balance is more than RM10.00, a Dormant Service Fee of RM10.00 will be imposed annually without any further reference to you until the seventh (7th) year. Should there be any remaining balance on 7<sup>th</sup> year, upon 21 calendar days' notice and the account still remain dormant, the balance will be sent to the Registrar of Unclaimed Monies. However, if the balance at any point prior the 7<sup>th</sup> year falls below RM10.00, clause 30.1 above will take effect.
- 30.4 For Alliance My eSaving Account
- a) When you withdraw the whole of your account balance, or if at any time the balance in your account is RM0.00 and the account has been dormant for sixty (60) days, then upon notice being given, your account will automatically be closed. The amount remaining will be treated as service charges or dealt according to Bank's policies.
- 30.5 For Alliance Buddy™ Account
- a) When you withdraw the whole of your account balance, or if at any time the balance in your account is RM50.00 or less and the account has been dormant for one (1) year, then, upon notice being given, your account will automatically be closed. The amount remaining will be treated as service charges or dealt according to Bank's policies.

**31. Collection of Negotiable Instruments.**

- 31.1 For Basic Savings Account/Savings Account/Alliance Buddy™/AllianceSave Pendidikan Account/Alliance Senior Savers Account
- a) The proceeds of all bills, notes, cheques and other instruments sent to the Bank for collection may not be drawn against until they have been realised notwithstanding any entry posted in the passbook by the Bank. In case of any collection item being dishonoured or in the event of any dispute and adverse claim arising out of such collection, you shall be personally liable for the settlement thereof. Where collection items are returned to the Bank unpaid, the Bank reserves the right to debit the item to your account.

**32. Communication, Notices and Alerts Policy**

- 32.1 Alliance Bank may send statements, notices, alerts and such other forms of communication to you, whether to your correspondence address or via electronic



medium such as email or SMS to your contact information as per the Bank's latest records or in such other manner as the Bank may think fit.

### **33. Telecommunication**

- 33.1 Subject to proper verification, the Bank may rely and act upon any verbal or written instructions received from the authorized person(s) through any mode which is acceptable to the Bank including but not limited to, by telephone, online or facsimile. The Bank shall not be held liable to you in any way for acting in good faith upon receiving such instructions notwithstanding that it is subsequently shown that the same was not given by you or for any misunderstanding or any error, loss, delay, or damages suffered as a consequence of the Bank acting on or acceding to any such instruction or request.

### **34. Notice of Address and Signature Change**

- 34.1 All statements, correspondences and communications including the service of any legal documents sent by post or left at your last known address, email, phone, fax or such other forms of contact as per the Bank's record shall be deemed to have been made on the date stipulated in the notice and/or date of posting. Any changes in your address, email, phone, fax or such other forms of contact must be made in writing and signed by you in accordance with the Specimen Signature lodged with the Bank and be promptly notified to the Bank in writing. Such changes may also be made through **allianceonline** or through the Bank's Contact Centre.
- 34.2 Please use the same signature on all cheques, documents and correspondences with the Bank, as that on the Specimen Card lodged with us at the time you opened the account. If you wish to change your signature, kindly contact the Bank to arrange for affecting the same.

### **35. Unclaimed Monies Act 1965**

- 35.1 You are advised to keep your account active as it is a requirement under the Unclaimed Moneys Act 1965 that any moneys to the credit of an account which has not been operated for a period of seven (7) years must be gazetted as "Unclaimed Monies", and twelve (12) months thereafter will be remitted to the Consolidated Trust Account maintained by the Government.

### **36. Banking Charges**

- 36.1 The Bank shall be entitled to charge a fee for any of its services provided to you at the rates as notified by the Bank at least twenty-one (21) days before the changes are made. All Banking charges when due shall be debited to your account. For more information on Fees and charges, please refer to <https://www.alliancebank.com.my/general/fees-and-charges.aspx>

### **37. Taxation**

- 37.1 Unless otherwise specified herein, the Bank's fees & charges exclude any current and future taxes (if any) that may be imposed, under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank shall be entitled to recover such taxes from you.

### **38. Right to Set Off**

- 38.1 The Bank, in addition to any general lien or other similar right to which it is entitled by law, may at any time with notice, combine or consolidate any or all of the banking accounts with your liabilities to the Bank and set-off or transfer any sum or sums standing in the credit of any or all of the banking accounts in or towards satisfaction of any of your liabilities to the Bank whether such liabilities to the Bank is primary or collateral or joint and several.

### **39. Liability for Loss**

- 39.1 You shall not hold the Bank liable in any way for any loss incurred by the operation of any account opened by you with the Bank unless such loss is directly attributed to the willful negligence of the Bank.

#### **40 Indemnity**

- 40.1 You hereby agree to indemnify and keep the Bank fully indemnified at all times from and against all claims, actions, proceedings, demands, losses, damages, costs, charges and expenses including solicitors fees (on "solicitor-client" basis) as may be suffered, sustained and/or incurred by the Bank in connection with or arising out of the Bank agreeing upon proper verification and validation on such request and allowing you to maintain and/or access to the facilities/services applied for.

#### **41 Modification and Amendment of the Terms and Conditions**

- 41.1 The Bank reserves the right to add, vary and modify and/or amend any of these Terms and Conditions at any time according to its policies and such additions, variations and modifications shall be posted from time to time with prior notice in the Bank and/or advertised in the press and the website.
- 41.2 The continued operation or non-closure of the account or use of the services by the depositor/account holder(s) after the effective date of such change of the Terms and Conditions contained herein shall constitute acceptance of such changes by the depositor/account holder(s)

#### **42. Perbadanan Insurans Deposit Malaysia (PIDM)**

- 42.1 All Conventional deposits are protected by PIDM up to RM250,000 for each depositor per financial institution.
- 42.2 Joint account held with different joint owners shall enjoy separate protection limit. However, if depositor has several joint accounts with the same joint owners, these deposits shall be aggregated and insured up to RM250,000 per financial institution.

#### **43. Disclosure of Information**

- 43.1 You consent to and authorise the Bank and its officers and employees to disclose and furnish all information concerning your particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating to you to the following classes of persons in such manner and to such extent as the Bank at its may consider necessary:
- a) The Bank's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "Alliance Bank Group") and their assignees and successors-in-title. For avoidance of doubt, disclosure to the Alliance Bank Group shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and/or the Alliance Bank Group provided always that disclosure for cross-selling purposes shall not be effected if such disclosure is objected by you upon application/opening of account/written notification to the Bank;
  - b) Any person for or in connection with any legal action or proceeding taken to recover monies due and payable by you to the Bank;
  - c) Regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States and Common Reporting Standards;
  - d) Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (if applicable) and any other relevant authority as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agency established by the Association of Banks in Malaysia / Association of Islamic Banks in Malaysia;
  - e) Central Credit Reference Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information authorised or licensed under the Credit Reporting Agency Act 2010;

- f) The Bank's accountants, auditors, lawyers, advisors, consultants and/or other authorised agents as may be required for the proper performance of their functions, duties and obligations to the Bank and the Alliance Bank Group;
- g) The Bank's service providers, nominees, agents, contractors or third party service providers engaged by the Bank and its related or associated companies to carry out the Bank's functions and activities;
- h) An external party as may be required for any corporate exercises/due diligence activities undertaken by the Bank and/or the Alliance Bank Group;
- i) Any party which in the future may express intention to acquire an interest/shareholding in the Bank/pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between the Bank and such parties; and
- j) Any other persons or entities with your prior consent. You hereby consent to such disclosure and confirm that the Bank, Alliance Bank Group, its officers and employees shall not be liable for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with the terms contained herein.

#### **44. Suspension/Freeze of Account**

- 44.1 The Bank is entitled at any time to suspend and/or freeze the operations of and/or terminate one or more of your accounts, facilities, and/or services maintained with and/or applied for from the Bank according to its policies.

#### **45. Foreign Account Tax Compliance Act (FATCA)**

- 45.1 The requirements under Foreign Account Tax Compliance Act (FATCA) forms part of the Terms and Conditions governing your relationship with the Bank and shall be binding on you to the fullest extent.

##### Definitions

The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:

- (a) a citizen or resident of the United States,
- (b) a United States partnership,
- (c) a United States corporation,
- (d) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under the Internal Revenue Code), and
- (e) Any trust if
  - i. A court within the United States is able to exercise primary supervision over the administration of the trust.
  - ii. One or more United States persons have the authority to control all substantial decisions of the trust

#### **46. Common Reporting Standard (CRS)**

- 46.1 The requirements under Common Reporting Standard (CRS) forms part of the Terms and Conditions governing your relationship with the Bank and shall be binding on you to the fullest extent.

##### Definitions

Definition below was extracted from Section 7 of the Income Tax Act 1967.

An individual is in Malaysia in that basis year for a period or periods amounting in all to one hundred and eighty-two (182) days or more.

- (a) An individual is in Malaysia in that basis year for a period of less than one hundred and eighty-two (182) days and that period is linked by or to another period of one basis year for the year of assessment immediately preceding that particular year of assessment or in that basis year for the year of assessment following that particular year of assessment:

Provided that any temporary absence from Malaysia:-

- i. Connected with his service in Malaysia and owing to service matters or attending conference or seminars or study abroad.
  - ii. Owing to ill-health involving himself or a member of his immediate family; and
  - iii. In respect of social visits not exceeding fourteen (14) days in the aggregate  
Shall be taken to form part of such period of that period, as the cases may be, if an individual is in Malaysia immediately prior to and after that temporary absence.
- (b) An individual is in Malaysia in that basis year for a period or periods amounting in all to ninety (90) days or more, having been with respect to each of any three of the basis years for the four (4) years of assessment immediately preceding that particular years of assessment either:
- i. Resident in Malaysia within the meaning of this Act for the basis year in question; or
  - ii. In Malaysia for the period or periods amounting to ninety days or more in the basis year in question

An individual is resident Malaysia within the meaning of this Act for the basis year for the year of assessment following that particular year of assessment, having been so resident for each of the basis year for the three years of assessment immediately preceding that particular year of assessment.

**You consent and authorise/agree;**

- i) Alliance Bank Malaysia Berhad, or any of its affiliates, including branches (collectively "the Bank") to report your information to domestic or foreign authorities and/or tax authorities (where necessary) in accordance with the requirements of U.S. Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.
- ii) That the Bank may withhold from my account(s) such amounts as may be required by domestic or foreign regulatory authorities and/or tax authority according to the requirements of U.S. Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

In the event of any change in information provided to the Bank that makes me a U.S. person or recalcitrant (person who fails to comply with reasonable requests for information to determine if this account belongs to a U.S. person), the Bank has the right to terminate, suspend, cancel and/or recall your account(s) and/or facilities granted to you.

**47. Anti-Bribery and Corruption**

- 47.1 The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual.
- 47.2 By virtue of applying for this product, Customer hereby acknowledges that it has been made aware of the Bank's anti-bribery and corruption summary of the policy available at <https://www.alliancebank.com.my/Anti-Bribery-and-Corruption-Summary-of-Policy.aspx> and further covenants/undertakes that it shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.

**48. Group Term Life Terms and Conditions (for Alliance Buddy™ Account only)**

48.1 Effective 1 August 2020, the Bank no longer offers Group Term Life for Alliance Buddy™ Accounts.

**49. Disputes**

49.1 If there are any service related queries or complaints, the Customer may write to [info@alliancefg.com](mailto:info@alliancefg.com)

49.2 If the Customer's query or complaint is not satisfactorily solved by the Bank, the Customer may write to Ombudsman for Financial Services (OFS) at [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my).

**50. How to contact us**

50.1 For further assistance, please call our Customer Service Centre at 03-5516 9988 or visit any Alliance Bank branch.

**51. Fee and Charges**

51.1 For more information on Fees and charges, please refer to <https://www.alliancebank.com.my/general/fees-and-charges.aspx>