



**ALLIANCE BANK**

## **Alliance Bank Malaysia Berhad (“ABMB”) Foreign Currency Account Terms and Conditions**

## 1. General

- 1.1 Foreign Currency Account is available for Malaysian individuals aged eighteen (18) years and above, including permanent residents and foreigners with valid identity documents, corporation, partnership and sole proprietor. The customer agrees that in addition and without prejudice to any of the Terms and Conditions herein, where applicable, the Terms and Conditions herein shall be governed by and be subjected to any rules, regulations and guidelines issued from time to time by Bank Negara Malaysia, the Association of Banks in Malaysia and any other relevant regulatory bodies. This Foreign Currency Account shall be designated as either Trade Foreign Currency Account (TFCA) or Investment Foreign Currency Account (IFCA) based on the purpose of opening the account.
- 1.2 This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Malaysian courts.

## 2. Deposits and Withdrawals

- 2.1 Deposits into the Foreign Currency Account will be for a term and rate as agreed with ABMB.
- a) ABMB reserves the right to impose any such limits on the amounts and terms of deposit upon notice including but not limited to the minimum deposit limits which may be subject to change from time to time.
  - b) The rate can be obtained via ABMB's website <https://www.alliancebank.com.my/general/interest-rates.aspx> and/or at branch.
- 2.2 Minimum initial placement is as follows for both TFCA and IFCA:-
- a) Foreign Currency Current Account ("FCCA"): FCY1,000 equivalent of the foreign currencies except for Japanese Yen(JPY) which should be a minimum of JPY 10,000. (Initial placement may vary from Alliance Xchange Account and promotional packages)
  - b) Foreign Currency Fixed Deposit ("FCFD"): FCY5,000 equivalent of the foreign currencies
- 2.3 FCCA
- a) No cheque book will be issued for this account.
- 2.4 FCFD
- a) The tenure available for FCFD are 7 days, 14 days, 21 days, 1 month, 3 months, 6 months, 9 months and 12 months.
  - b) Withdrawal of deposits can be made only on maturity. ABMB may according to its policies allow premature withdrawal of deposits provided always that any loss/penalty charges for such withdrawals shall be fully borne by the Customer. Penalty charges are as follows:
    - i) No interest is payable if the FCFD is uplifted before the completion of three (3) months.
    - ii) Where the FCFD is uplifted before maturity but after completion of three (3) months, interest will be paid at half the original contracted rate for each completed month(s). This term is only applicable for FCFD under tenure 3 months and above.
  - c) 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**.
  - d) Partial withdrawal is not allowed.
  - e) Withdrawals can only be made at the branch where the initial deposit was made.
  - f) Notwithstanding the above, if the maturity date falls on a non-business day, any renewal/disposal instructions by Customer will be carried out on the next business day. (e.g.: If the maturity date of the FCFD

deposits falls on a non-working day, the maturity date will remain unchanged and interest will be paid for the non-working day(s)).

- g) The Customer is required to give clear and specific instructions in writing with regards to the withdrawal of the deposits. Such instructions should reach ABMB before the close of business stating when to be withdrawn. Backdated instruction is not allowed. ABMB shall be entitled to refuse or refrain from carrying out such instructions if the signature(s) on any such document appears to differ from the specimen signature of the Customer or the authorised signatories. All alterations in such instructions should be verified by the Customer's signature according to the specimen signature card. ABMB shall not be responsible for any loss or damage to the Customer where such instructions are incomplete or ambiguous or where the amount of the deposit is insufficient to cover ABMB charges and the amount specified in such instructions.
- h) Effective 1<sup>st</sup> December 2021, Customers are not required to present the original FCFD receipt for renewal or withdrawal of the FCFD.
- i) The FCFD receipt serves only as a confirmation of placement of the Fixed Deposit and is not a document of title.
- j) If there is any inconsistency between the physical evidence of FCFD receipt produced by the Customer or other evidence of whatsoever nature/description and the ABMB's record/system, the latter shall prevail in respect of such inconsistency.
- k) The FCFD documentary evidence produced by the Customer cannot be used against ABMB and in the event of any dispute or conflict between ABMB's records and the documents produced by the customer, ABMB records shall prevail.
- l) Pursuant to the "Unclaimed Moneys Act 1965 (Revised 2002)", the funds/balances in the FCFD 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.
- m) Renewal or withdrawal of a FCFD by a company at ABMB's branch must be supported by a letter of instruction signed by the authorised signatory(ies) of the company. Such letter of instruction shall include authorisation for a third party if the renewal or withdrawal transaction is done by a third party at the branch.

### **3. Joint Accounts**

3.1 Customers are allowed to open a joint account.

3.2 Subject to any applicable legislation and without prejudice to ABMB's right of consolidation and set-off contained herein or ABMB's rights in respect of such balance or securities arising out of any lien charge pledge counter-claim or otherwise, ABMB shall be entitled to pay the balance standing to the credit to 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 ABMB on the amount due in the account.(s).Notwithstanding the above, ABMB may take any step as it may find desirable in the event there are any claim by any person other than the survivor(s).

### **4. Fees and Charges**

4.1 The Customer agrees that ABMB shall be entitled to charge for any of its services provided to the Customer at the rates as notified by ABMB to the Customer from time to time.

4.2 Unless otherwise specified herein, ABMB'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, ABMB shall be entitled to recover such taxes from you.

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

**5. Loss of receipts (Applicable for FCFD only)**

- 5.1 The Customer should immediately inform ABMB in the event of any loss of the original FCFD receipt by giving notice in writing to ABMB. Upon execution of any indemnity and payment for the stamp duty charges based on the prevailing rate, ABMB will issue a duplicate FCFD receipt to the Customer and the Customer agrees that ABMB is entitled to impose a service charge of RM5.00 for replacement of each lost original FCFD receipt.

- 5.2 Effective 1<sup>st</sup> December 2021 this clause is no longer applicable.

**6. Statement of Account (Applicable for FCCA only)**

- 6.1 A statement of account setting out all the transactions on the account will be sent once a month to the Customer. The Customer agrees to examine and notify ABMB in writing of any errors or discrepancies in the statement. The Customer further agrees that if the Customer fails to advise ABMB in writing to [info@alliancefg.com](mailto:info@alliancefg.com) of the non-receipt of the statement or to notify ABMB of any errors or discrepancies in the statement within fourteen (14) days from the date of the statement, ABMB's accounts or records shall be conclusive evidence of the transaction entries and balances in such accounts and the Customer shall be conclusively to have accepted all matters contained in the statement as true and accurate in all respects.

The Bank reserves the right to make corrections as and when necessary if the error is discovered by the Bank

**7. Limitation of Liability**

- 7.1 ABMB shall not be responsible for and the Customer shall indemnify ABMB and against all losses, costs and expenses which may be incurred by the Customer or by ABMB in connection with any or all of the accounts or ABMB's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorised) or if any of the Customer's accounts or any part thereof is reduced or frozen by any government or official authority.

- 7.2 The Customer further agrees that when ABMB incurs liability for or at the Customer's request or on behalf of the Customer, any funds or securities or other valuable deposited with ABMB (whether deposited by way of security, safe custody or for any other specific purpose) belonging to the Customer and in the hands of ABMB shall automatically become security to ABMB and ABMB shall have the right to retain such funds or securities or other valuable or any part thereof or the refuse and reject the Customer's request or written order to withdraw any money from the account until the liability is settled.

- 7.3 The Customer agrees that ABMB shall not be responsible for or liable to the Customer either for any diminution in the currency of the deposit due to taxes, imposts or depreciation or for the unavailability of any currency due to restriction or convertibility, requisitions, involuntary transfer, exercise of military or usurped powers or any other causes whatsoever which are beyond ABMB's control.

- 7.4 The Customer 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 ABMB 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 the deposit is placed.

- 7.5 In this Direction, unless the context otherwise requires: "restricted currency" includes –
- a) currency notes or coins which are legal tender in the State of Israel;
  - b) any right to receive such currency or coins –
    - i) in respect of any credit or balance at a licensed onshore bank or any other similar institution in or outside Malaysia; or
    - ii) from any person in or outside Malaysia; or
  - c) any document or device of kind intended to enable the person to whom the document or device is issued to obtain such currency from another person on the credit of the person issuing it, and in particular, any traveller's cheque or other draft or letter of credit so intended;

## **8. Closure of Account**

- 8.1 ABMB reserves the right to close the Customer's account by serving fourteen (14) days' prior notice by ordinary mail addressed to the Customer's last known address registered with ABMB or in such form and manner as determined by ABMB and shall not be bound to disclose any reason thereof.

## **9. Change of Address, Signature or Particulars**

- 9.1 Any change of address or signature(s) or other particulars that are recorded with ABMB shall be notified to ABMB in writing promptly. All communications including the service of any legal documents sent by post or left at the Customer's last known address registered with ABMB shall be deemed to have been made on the date stipulated in the notices and/or date of posting to and received by the Customer.

## **10. Right of set-off**

- 10.1 ABMB, in addition to any general lien or other similar right to which it is entitled by law, may at any time with notice given to customer, combine or consolidate any or all of the Customer's accounts with ABMB of any description and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing to the credit of such accounts towards satisfaction of any sums due to ABMB by the Customer. The Customer hereby authorises ABMB to effect any such combination, consolidation, set-off or transfer with the necessary conversions at ABMB's current prevailing exchange rates.

## **11. Disclosure of Information**

- 11.1 You consent to and authorise ABMB and its officers and employees to disclose and furnish all information concerning your particulars and affairs (financial or otherwise), account details, relationship with ABMB, the terms of agreement and any other matters relating to you or to the following classes of persons in such manner and to such extent as ABMB at its may consider necessary:
- a) ABMB's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of ABMB (ABMB 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 ABMB 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/account opening/written notification to ABMB;
  - b) Any person for or in connection with any legal action or proceeding taken to recover monies due and payable by you to ABMB;
  - 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 unauthorised or licensed under Credit Reporting Agency Act 2010;
  - f) ABMB'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 ABMB and the Alliance Bank Group;
  - g) ABMB's service providers, nominees, agents, contractors or third party service providers engaged by ABMB and its related or associated companies to carry out ABMB's functions and activities;
  - h) An external party as may be required for any corporate exercises/due diligence activities undertaken by ABMB and/or the Alliance Bank Group;
  - i) Any party which in the future may express intention to acquire an interest/shareholding in ABMB / pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between ABMB and such parties; and
  - j) Any other persons or entities with your prior consent. You hereby irrevocably consent to such disclosure and confirm that ABMB, 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.

## **12. Anti-Bribery and Corruption**

- 12.1 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.
- 12.2 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.

## **13. Change in Terms and Conditions**

- 13.1 ABMB may reserve the right to add, vary and/or modify or amend any of this 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 ABMB and/or advertised in the press and the website.
- 13.2 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 be constituted as acceptance of such changes by the depositor/account holder(s)

## **14 Suspension/Freeze of Account**

- 14.1 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.

## **15 Foreign Account Tax Compliance Act (FATCA)**

- 15.1 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

**16 Common Reporting Standard (CRS)**

- 16.1 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 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 year 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.

**17 Foreign Exchange Notices**

- 17.1 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;
- 17.2 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 17.1 (b)
- 17.3 A resident is not permitted to make/receive payment to/from a resident in Foreign Currency subject to
  - a) Notice 3, and Notice 4 of Foreign Exchange Notices
  - b) approval from Bank Negara Malaysia (BNM) has been obtained
- 17.4 The following are the definition of Borrowing
  - a) any utilised or unutilised credit facility or financing facility;
  - b) any utilised or unutilised trade financing facility, including but not limited to, trade guarantee or guarantee for payment of goods;
  - c) redeemable preference share or Islamic redeemable preference share; or
  - d) Corporate Bond or Sukuk.
- 17.5 Notwithstanding the above, the following are **excluded** from the definition of Borrowing—
  - a) a trade credit term extended by a supplier for any goods or services;
  - b) a credit limit that a LOB apportions for its client to undertake a Forward Basis transaction, **excluding** a transaction that involves—
    - i) exchanging or swapping of Ringgit or Foreign Currency debt for another Foreign Currency debt; or
    - ii) exchanging of Foreign Currency debt for a Ringgit debt;
  - c) a Financial Guarantee or Non-Financial Guarantee;
  - d) an operational leasing facility;
  - e) a factoring facility without recourse;
  - f) a credit card or charge card facility obtained by an Individual from a Resident and used for payment for retail goods or services only; or
  - g) a credit facility or financing facility obtained by a Resident Individual from a Resident to purchase one (1) residential property and one (1) vehicle.
- 17.6 Domestic Borrowing shall be defined as
  - a) any Borrowing in Ringgit obtained by a Resident from another Resident; or
  - b) any obligation considered or deemed as Domestic Ringgit Borrowing under any of the FE Notices.
- 17.7 The Bank has the right to decline or further request for information or supporting documents
  - a) to verify the needs to open the Foreign Currency Account.
  - b) before affecting any transaction incoming or outgoing from/into Foreign Currency Account.
- 17.8 The Bank has the right to decline or further request for information or supporting documents to validate the investment in foreign currency limit by Domestic Borrowing customer
- 17.9 Customer may further refer to <https://www.bnm.gov.my/fep> for any further details.
- 18 Perbadanan Insurans Deposit Malaysia (PIDM)**
- 18.1 All Conventional deposits are protected by PIDM up to RM250,000 for each depositor.



- 18.2 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.

**19 Disputes**

- 19.1 If there are any service related queries or complaints, you may write to [info@alliancefg.com](mailto:info@alliancefg.com)
- 19.2 If your query or complaint is not satisfactorily solved by ABMB, you may write to Ombudsman for Financial Services (OFS) - [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my).

**20 How to contact us**

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