

# **Islamic Deposit Terms and Conditions**

**Applicable for Basic Current Account-i/ Current Account-i/ Alliance Hybrid Account-i/ Basic Savings Account-i/ Savings Account-i/ Alliance My eSavings Account-i/ Alliance SavePlus Account-i/ Junior Smart Saver-i/ Alliance Term Deposit-i/Junior Smart Term Deposit-i**

*Funds received through these accounts will be utilised by the Bank without restrictions for investments and provision of financing that are permissible by Shariah Law.*

### **Applicable Law**

All of the abovementioned products are governed by the applicable laws of Malaysia, rulings of the Shariah Advisory Council of Bank Negara Malaysia, Terms and Conditions of Alliance Islamic Bank Berhad ("the Bank"), rulings of the Bank's Shariah Committee and banking regulations effective from the date of opening of the account or as amended, enacted or adopted thereafter. Any such change shall be effective upon notification to the depositor by advertisement, display of notice in the Bank's branches and websites or any other means that as may be determined.

### **Applicable Shariah Contracts**

#### 1. Qard

*Qard* refers to a contract of lending money by a customer (lender) to a Bank (borrower) where the Bank has an obligation to repay an equivalent replacement amount to the customer. The Bank has the right to utilise the money for its banking activities and is entitled to the benefits or revenues gained from the money that was borrowed.

For current and savings accounts, a *qard* contract is established when the customer (lender) transfers or deposits funds into an account with the Bank. Upon entering into the *qard* contract, the customer authorises the Bank (borrower) to deal with the whole or any part of the monies standing to the credit of their account in any banking business (including but not limited to financing or investment) which does not contradict with Shariah principles. Any profit generated by the Bank from the use of such funds shall belong to the Bank. The Bank may at its discretion provide a token of appreciation to the customer for maintaining funds with the Bank in the form of *hibah* (gift). The offer and acceptance of the *qard* contract for a current or savings account(s) product is completed when the account opening application form is signed by both the customer and the Bank.

For overdrawn accounts, a *qard* contract is established when the customer draws funds in excess of the available balance in the account. The Bank (lender) may exceptionally allow the account of the customer (borrower) to be temporarily overdrawn subject to repayment of the overdrawn amount to the Bank within a stipulated period. The customer shall ensure that funds temporarily advanced by the Bank to the customer on an exceptional basis with prior approval are not used for purposes that contravene Shariah principles.

#### 2. Murabahah via Tawarruq (also known as Commodity Murabahah)

*Murabahah* refers to a sale and purchase of an asset where the acquisition cost and the mark-up are disclosed to the purchaser. A *tawarruq* consists of two sale and purchase contracts. The first involves the sales of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to third party on a cash and spot basis.

*Murabahah via Tawarruq* involves the sale and purchase of an asset (Shariah compliant commodities) with disclosure on the cost of the asset and the profit rate.

The process flow is as follows:

- a) The customer ("Depositor") appoints the Bank as agent under dual agency (dual *wakalah*) arrangement;
- b) As customer's agent, the Bank purchases commodities from a supplier on behalf of the customer at cost price;
- c) The customer and the Bank enter into a *Murabahah Contract*, whereby the Bank as the customer's agent sells the commodities to the Bank on deferred payment terms at cost price plus profit ("Murabahah Sale Price");
- d) The Bank accepts the sale of commodities by the customer and subsequently sells the commodities to a third-party purchaser.

The amount deposited is returned to the customer with profit (if any) when the *Murabahah Contract* has matured or is terminated.

The sale and purchase of commodities (commodity trading) is carried out via a third party service provider appointed by the Bank. The purchase and sale of commodities will be completed by the Bank within two (2) business days from the date of the deposit placement. The amount deposited by the customer will be treated as incidental *Qard* (loan) to the Bank prior to the completion of the purchase and sale of commodities. In this regard, customer grants consent for the Bank to deal with the amount deposited in any manner deemed fit by the Bank that does not contravene Shariah principles.

3. Wakalah (Applicable to current accounts and savings accounts based on Murabahah via Tawarruq, Alliance Term Deposit-i and Junior Smart Term Deposit-i)

*Wakalah* refers to the appointment of Bank as agent by the customer as principal to perform a particular task on matters that may be delegated with or without imposition of a fee.

For the purpose of Tawarruq in clause 2 above, the customer agrees to appoint the Bank as agent under a dual agency (dual *wakalah*) arrangement for the following purposes:

- a) to do and execute all acts with respect to the purchase of the commodities on a cash basis ("Purchase Transaction(s)") through purchase agreements, certificates and/or other instruments and to negotiate with the commodity trade service providers or suppliers on behalf of the customer in relation thereto; and
- b) to sell the commodities to the Bank on deferred payment terms at cost plus profit ("Murabahah Sale Price") on behalf of the customer and to do and execute all acts in relation thereto ("Sale Transaction(s)").

The abovementioned agency appointment shall remain valid for each subsequent placement/renewal made by the customer and shall only be terminated upon closure of the customer's account.

The Bank will act on behalf of the customer(s) as the customer's absolute and undisclosed agent for the purchase and sale of the commodities. The agency appointment will take effect when the customer has signed the account opening form or acknowledged acceptance via any other means at the time of account opening at the Bank's branch or on the Bank's digital platforms.

4. Hamish Jiddiyah (Applicable to current accounts and savings accounts based on Murabahah via Tawarruq)

*Hamish jiddiyah* is a security deposit placed by the Bank in the account of the customer on the last day of the month (profit payment date). It is an assurance that the Bank will purchase commodities from the customer after the Bank as agent has purchased commodities on behalf of the customer for sale to the Bank.

The security deposit is only applicable when there is an incremental Net Deposit Amount at the end of the day on the last day of the month and commodity trading can only take place on the next business day. Once the Bank has completed commodity trading, the security deposit will be offset against actual profit payable by the Bank.

The Bank may waive its right on the security deposit for specific circumstances such as closure of the account before the Bank performs commodity trading.

Below is the formula to derive the security deposit amount:

$$\frac{\text{Daily Net Deposit Amount} \times \text{Effective Profit Rate} \times \text{No. of days}}{\text{Actual No. of Days for the Year}^*}$$

\*Note:

*Daily Net Deposit Amount* – Total amount deposited for the day less total amount withdrawn for the day.  
*Actual No. of Days for the Year* - 365 days for a non-leap year and 366 days for a leap year.

## Opening of Account

### 1. Basic Current Account-i

This account was previously offered based on the Shariah contract of *qard*. New accounts opened effective from 5 June 2021 will be based on the Shariah contract of *Murabahah via Tawarruq*.

*Basic Current Account-i* is available for individuals (Malaysian citizens and permanent residents) and small and medium enterprises (SMEs). Individuals who have attained the age of at least 18 years and of sound mind are eligible to open an account in their personal name.

In order to open a *Basic Current Account-i*, the customer is required to make an initial deposit of not less than RM100.00 or an amount to be advised by the Bank from time to time.

2. *Alliance Hybrid Account-i/Current Account-i*

This account was previously offered based on the Shariah contract of *qard*. New accounts opened effective from 5 June 2021 will be based on the Shariah contract of *Murabahah via Tawarruq*.

Only individuals (Malaysian citizens and permanent residents or foreigners) who have attained at least 18 years of age and are of sound mind are eligible to open either a Personal or Joint *Alliance Hybrid Account-i*. Companies, partnerships, associations and clubs are not eligible.

In order to open an *Alliance Hybrid Account-i*, the customer is required to deposit a minimum sum of RM250.00 for an account without cheque book facilities or RM500.00 for an account with cheque book facilities or such amount advised by the Bank from time to time.

*Current Account-i* is available for corporations, partnerships, sole proprietorship, associations, clubs, societies and individuals (Malaysian citizens, permanent residents and foreigners). Each individual or SME shall only be entitled to open one *Current Account-i* with the Bank.

In order to open a *Current Account-i*, the customer is required to make an initial deposit of not less than RM500.00 or an amount to be advised by the Bank from time to time.

Other current and/or savings accounts can be maintained alongside the *Alliance Hybrid Account-i*

3. *Basic Current Account-i/Current Account-i/Alliance Hybrid Account-i with cheque book facilities*

Upon opening any of the above accounts, the Bank is empowered to honour and comply with all cheques, promissory notes and other orders drawn and all bills accepted on behalf of the account holder(s), to comply with all instructions given for or in respect of any such accounts of any kind whatsoever on behalf of the account holder(s) upon receipt of monies deposited with the Bank on any account(s) in the name of the account holder(s), provided that such cheques, promissory notes, orders, bills or instructions are signed by the account holder(s), partners, director or by the authorised signatory(ies) notwithstanding whether the account has a credit or debit balance.

4. *Basic Savings Account-i/Savings Account-i*

This account was previously offered based on the Shariah contract of *qard*. *Basic Savings Account-i* opened effective from 1 November 2025 will be based on the Shariah contract of *Murabahah via Tawarruq*.

The *Basic Savings Account-i* is available for individuals (Malaysian citizens and permanent residents only) and micro enterprises incorporated in Malaysia. A child who has been issued with a valid MyKad is allowed to open a *Basic Savings Account-i* jointly with his/her parent/legal guardian. Any application to open a *Basic Savings Account-i* for a minor (child aged below 18 years old) is consented when the parent or legal guardian signs the application form consenting to the same. The individual or child jointly with his/her parent/legal guardian may only open one *Basic Savings Account-i* with the Bank.

A *Basic Savings Account-i* may be opened with an initial deposit of RM20.00. The customer is also advised to maintain a minimum balance of RM20.00 in the account.

*Savings Account-i* is for individuals, associations, clubs and societies. Effective 1 October 2019, the Bank no longer offers *Savings Account-i* to new accountholders.

Clear instructions on the operation of the account must be provided to the Bank. The acceptance and continuance of the *Savings Account-i* shall be entirely at the discretion of the Bank.

5. *Alliance My eSavings Account-i*

This account was previously offered based on the Shariah contract of *qard*. New accounts opened effective from 5 June 2021 will be based on the Shariah contract of *Murabahah via Tawarruq*.

The *Alliance My eSavings Account-i* is only available for individuals (Malaysian citizens, permanent residents and foreigners) who have attained the age of at least 18 years old. An *Alliance My eSavings Account-i* may be opened with an initial deposit of not less than RM250.00 or such amount 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 account.

The acceptance and the continuance of the *Alliance My eSavings Account-i* shall be entirely at the discretion of the Bank.

Opening of the *Alliance My eSavings Account-i* can be done via **alliance**online. Alternatively, account opening can be done at any of our branches. Opening of Joint Account is only available at branches.

#### 6. Alliance SavePlus Account-i

This account was previously offered based on the Shariah contract of *qard*. New accounts opened effective from 5 June 2021 will be based on the Shariah contract of *Murabahah via Tawarruq*.

In order to open an *Alliance SavePlus Account-i*, 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-i* is RM20.00 or any other minimum balance as the Bank may determine from time to time.

Only individuals (Malaysian citizens, permanent residents and foreigners) who have attained at least 18 years of age and are of sound mind are eligible to open either a *Personal* or *Joint Alliance SavePlus Account-i*. Companies, partnerships, associations, societies, unions and clubs are not eligible.

An introducer is not required when opening an *Alliance SavePlus Account-i*. Other current and/or savings accounts can be maintained alongside the *Alliance SavePlus Account-i*.

#### 7. Junior Smart Saver-i

This account was previously offered based on the Shariah contract of *qard*. New accounts opened effective from 5 June 2021 will be based on the Shariah contract of *Murabahah via Tawarruq*.

*Junior Smart Saver-i (JSS-i)* is a savings account available for individuals below the age of 18 years old (minor) with an additional optional benefit of a debit card (Junior Debit Card). A JSS-i account will be opened in the names of the parent or legal guardian as the primary accountholder and the minor as the beneficiary to the said account.

A debit card can be issued to the minor (with MyKad) whose age is between 13 years old and 17 years old subject to the parent or legal guardian of the minor signing an Indemnity Letter for issuance and usage of the debit card. Effective 18 March 2026, the Bank will no longer issue debit cards to new JSS-i accountholders until further notice.

The application for account opening must be made by the parent or legal guardian who consents to the account opening by signing the application form as the account is being opened for a minor aged below 18 years old. For JSS-i account, only one (1) parent or legal guardian and one (1) beneficiary per account are permitted.

A JSS-i account may be opened with an initial deposit of RM100.00 or such amount advised by the Bank from time to time. A minimum of RM10.00 or such other amount as may be determined by the Bank must be maintained in the account at all times.

The acceptance and continuance of a JSS-i account shall be entirely at the discretion of the Bank.

#### 8. Alliance Term Deposit-i

This product is based on the Shariah contract of *Murabahah via Tawarruq*.

*Alliance Term Deposit-i (ATD-i)* is open to individual customers and any business or non-business organisation. Individuals who have attained the age of at least 18 years are eligible to open an *ATD-i* account in their personal name or on a joint account basis.

The *ATD-i* shall be available for tenures of 1 to 60 months.

The minimum placement amounts are RM5,000.00 for 1-month tenure and RM500.00 for tenures of 2 to 60 months.

In opening the *ATD-i* account, you would have agreed to the Terms and Conditions governing the *ATD-i* account. The acceptance and continuance of the account shall be entirely at the discretion of the bank.

9. Junior Smart Term Deposit-i

Effective 18 March 2026, the Bank no longer offers Junior Smart Term Deposit-i to new accountholders until further notice.

This product is based on the Shariah contract of *Murabahah via Tawarruq*.

*JSTD-i* is only available for individual customers aged below 18 years. The account must be opened jointly with a parent/legal guardian where the parent/legal guardian is the primary accountholder while the child is the beneficiary. The application to open an account must be made by the primary accountholder.

Only one (1) parent or legal guardian and one (1) beneficiary per account are allowed. Companies, partnerships, associations and clubs are not eligible for *JSTD-i*.

The *JSTD-i* is available for tenures of 12 to 60 months with a minimum placement of RM500.00.

By opening *JSTD-i*, the customer agrees to the Terms and Conditions governing the *JSTD-i* account. The acceptance and continuance of the account shall be entirely at the discretion of the bank.

10. Debit Card

Please refer to the Alliance Debit Card Terms and Conditions on the Bank's website.

11. Joint Account

- a) The customers authorise the Bank to place all monies received by the Bank from the account of either one or both to the credit of the joint account and to deliver any documents and securities the Bank may hold for the joint account to either one of the customers or both.
- b) The customers shall be jointly and severally liable for all obligations and liabilities incurred on or in respect of any financing or Cashline Facility-i or any other facility which may be granted on the Joint Account together with all profit and other charges thereon.
- c) At any time the Bank may with notice to either one of the customers combine and/or consolidate all or any other accounts whether in any of the customer's individual names or in their 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 the customer's 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.
- d) The Joint Account that is:
  - (i) if operated with a single signing authority, instructions from any one of the accountholders of the Joint Account will be accepted by the Bank and such instructions will be binding on the other accountholder. If, prior to acting on instructions received from one the accountholders of the Joint Account, the Bank receives contradictory instructions from the other account holder, the Bank may choose to act thereafter only on the mandate of all the accountholders 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.
  - (ii) If operated with a joint signing authority, only instructions from all of the joint accountholders of the Joint Account will be accepted by the Bank.
- e) 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 the joint names of the customer and any securities held in the joint names of the customers 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 balances 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 accountholders and such payment constitutes valid discharge by the Bank on the amount due in the account(s).
- f) Notwithstanding the above, the Bank may take any step as it may find desirable in the event that there is any claim by any person other than the survivor(s).

- g) The accountholders of the Joint Account 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 them.

## 12. External Account

An External Account is an account in Ringgit opened:

- a) by a Non-Resident—
- (i) individually;
  - (ii) jointly with another Non-Resident; or
  - (iii) jointly with a Resident, **excluding**—
    - for a joint venture in Malaysia;
    - 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.
- c) Any payment, receipt or transfer into or from an external account are subject to the limit as follows:
- (i) Up to RM10,000 per transaction;
  - (ii) Up to RM10,000 per transaction through an automated teller machine (“ATM”)
  - (iii) Up to RM10,000 per transaction through any other electronic means, including internet banking, mobile banking, mobile payments or electronic money.
  - (iv) Up to RM10,000 per transaction cash deposit performed over the counter.
- d) No limit shall apply for the following transactions:
- (i) Cash withdrawal performed over the counter.
  - (ii) Same account holder transfer for EA account.
  - (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 parents).

The Bank has the right to decline or further request for information or supporting documents to verify the needs to open the External Account.

Any joint account opened with non-resident will fall under External Account except account opened jointly between husband and wife.

## 13. Trust Account

Trust accounts are accounts maintained by parents or legal guardians for minors. Trust accounts refer to JSS-i and JSTD-i.

## 14. Executors And Administrators Account

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.

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.

Debit Card is strictly prohibited for this type of account.

## **Deposits**

All cheques etc. sent to the Bank by post for the credit of your account must be "crossed" with two parallel lines across the face of a cheque and 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.

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 slips, which must bear the initial 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 has lapsed for dishonoured items to be returned.

Although every endeavour is made to process all deposit slips on the day of receipt, cheques, drafts, money orders etc. that are lodged in the afternoon may not be in time for clearing to other banks on the same day and will be forwarded for clearance on 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.

Cheques and other instruments deposited and subsequently dishonoured will be returned to your last known address by prepaid ordinary post at your own risk and expense. You must immediately notify the Bank in writing of any change in the mailing address, electronic mail address or mobile phone number.

## **Withdrawals**

### **1. For Basic Current Account-i/Current Account-i/Alliance Hybrid Account-i/Alliance Elite Account-i with cheque book facilities**

Withdrawals can be made (i) through 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) via **alliance**online for transfer of funds; or (v) through a withdrawal slip which must be completed and signed by customer (only applicable for selected categories of customers).

### **2. For Basic Savings Account-i/Savings Account-i and Alliance Hybrid Account-i/Alliance Elite Account-i without cheque book facilities**

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 (MEPS) of which the Bank is a member; or (iv) via **alliance**online for transfer of funds. A withdrawal form must be completed and signed when making a withdrawal over the counter.

The Bank reserves the right to request for identification documents from the customer before making payment.

### **3. For Alliance My eSavings Account-i**

Withdrawals can be made (i) personally at any of the Bank's ATM or any ATM network (MEPS) of which the Bank is a member; or (ii) personally at any branch of the Bank in Malaysia with an over-the-counter transaction charge (please refer to <https://www.alliancebank.com.my/islamic-fees-and-charges> for the latest charges); or (iii) via **alliance**online for transfer of funds.

The Bank reserves the right to request for identification documents from the customer before making any payment.

### **4. For Alliance SavePlus Account-i**

Withdrawals can be made through (i) any of the Bank's ATM or any ATM network (MEPS) of which the Bank is a member; or (ii) via **alliance**online for transfer of funds; or (iii) a withdrawal slip which must be completed and signed by customer (only applicable for selected categories of customers).

The Bank reserves the right to request for identification documents before making any payment.

### **5. For Junior Smart Saver-i**

Cash withdrawals can be made at any of the Bank's branches provided that there is available balance in the account. A withdrawal form must be completed and signed by the parent or legal guardian when making any withdrawal.

For withdrawals via the debit card, withdrawals are subject to the maximum limit set during account opening. Please refer to the Alliance Debit Card Terms and Conditions for more information.

The Bank reserves the right to request for identification documents before making any payment.

## **Placement**

### **1. For Alliance SavePlus Account-i**

*Alliance SavePlus Account-i* becomes effective upon placement of cash, receipt of funds from account transfer or clearance of local/outstation cheques.

## 2. For ATD-i and JSTD-i

*ATD-i and JSTD-i* becomes effective upon placement of cash, receipt of funds from account transfer or clearance of local/outstation cheques.

You are required to inform the Bank at the time of placement on the handling 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.

### **Renewal and Withdrawal**

#### For Alliance Hybrid Account-i/Current Account-i/Basic Current Account-i/Alliance My eSavings Account-i/Alliance SavePlus Account-i

At the end of the tenure of the Murabahah Contract, the customer shall grant rebate to the Bank subject to the occurrence of the following events:

- Withdrawal of the funds prior to the maturity date;
- Termination or closure of account prior to maturity date.

The amount of rebate is derived based on the difference between the ceiling rate and the effective profit rate, provided that the aggregate ceiling profit is computed is in excess of the aggregate effective profit (accrued and credited profit) amount for the year.

#### For ATD-i/JSTD-i

Effective 01 Dec 2021, customers are no longer required to present the original *ATD-i/JSTD-i* receipt/certificate duly endorsed for renewal or withdrawal of *ATD-i/JSTD-i*. Renewals or withdrawals of an *ATD-i* by a company 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.

The *ATD-i/JSTD-i* receipt/certificate is not a document of title and acts only as an evidence of placement for the *ATD-i/JSTD-i* account. If there is any inconsistency between the physical evidence of *ATD-i/JSTD-i* receipt/certificate produced by the customer or other evidence of whatsoever nature/description and the Bank's record/system, the latter shall prevail in respect of such inconsistency.

Documentary evidence produced by the customer for *ATD-i/JSTD-i* cannot be used against the Bank and in the event of any dispute or conflict between the Bank's records and the documents produced by the customer, the Bank's records shall prevail.

Pursuant to the "Unclaimed Moneys Act 1965 (Revised 2002)", funds/balances in the *ATD-i/JSTD-i* will be sent to the Registrar of Unclaimed Money ("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 the customer to renew or withdraw the *ATD-i/JSTD-i* to avoid the monies being transferred to the RUM.

For withdrawal of *ATD-i/JSTD-i* accounts opened via the Bank's Digital Banking One System (DBOS), the principal sum and profit earned thereon (if any), shall be credited into the current or savings account of the customer maintained with Alliance Bank Malaysia Berhad or Alliance Islamic Bank Berhad.

The parties hereby agree that each placement is renewable automatically upon the expiration of the prevailing placement period. The customer shall give the Bank prior written notification should the customer intend to uplift the placement.

Any changes to the profit rates shall be communicated to the customer by the Bank via notice posted at the branches, website or in any manner as may be determined. The revised profit rate will only take effect upon expiry of the prevailing placement period. If the customer does not agree with the proposed changes, the customer can uplift the placement so that the account will be closed on maturity date or pre-arrange for the Bank to close the account upon maturity.

The customer reserves the right to withdraw the deposit placement amount on the maturity date. For withdrawals other than on maturity dates (premature withdrawals), the Bank reserves its right to honour such requests subject to the availability of funds yet to be utilised for investments and receipt of a notice from the customer in accordance with its prevailing practices. In view of the premature withdrawal, the customer shall provide rebate (*ibra*) on the profit that was agreed at the time of placement and no profit shall be paid by the Bank for the placement. The same terms shall apply for premature withdrawals of *ATD-i* opened via **allianceonline** and the Alliance Bizsmart platform.

*ATD-i* and *JSTD-i* placements originally made at branches can only be withdrawn at branches. *ATD-i* placements originally made via **allianceonline** or the Alliance BizSmart platform can only be withdrawn via **allianceonline** or the Alliance BizSmart platform respectively. The *ATD-i* receipt/certificate is cancelled after the placement tenure has expired, regardless of whether the original *ATD-i* receipt/certificate is returned to the Bank. Partial withdrawal of the deposit is not allowed during the tenure of the *ATD-i/JSTD-i*.

For *JSTD-i*, the customer may request for auto renewal of his/her *JSTD-i* account. Once the customer has reached the maximum age allowed of 18 years old and upon maturity of the placement, the principal and profit will be credited into a savings account of the customer. Crediting of the principal amount and profit to a third party account is strictly not allowed.

#### **Hibah for deposit products based on *qard***

*Hibah* may be provided at the discretion of the Bank, at such rate determined by the Bank from time to time. The information provided on historical rates for *hibah* previously granted by the Bank shall not be construed as indicative or prospective rates of return or a guarantee or legally binding promise that *hibah* will be granted by the Bank.

#### **Profit for deposit products based on *murabahah* via *tawarruq***

1. Profit payable for the balances in the current account and savings account based on *Murabahah* via *Tawarruq* is calculated based on the effective profit rates (board rates or such other rates advised by the Bank from time to time) using the formula below:

$$\frac{\text{End of day balance} \times \text{Effective Profit Rate} \times \text{No. of Days}}{365 \text{ or } 366}$$

The board rates are displayed on the Bank's website and at branches.

a) *For Current Account-i/Alliance Hybrid Account-i*

The Bank shall pay profit to the account holder at such rate determined by the Bank from time to time which shall be credited at the end of each month.

b) *For Basic Current Account-i/Basic Savings Account-i*

The Bank shall pay profit to the account holder at such rate determined by the Bank from time to time which shall be credited half-yearly or at such other intervals as may be determined by the Bank.

c) *For Alliance My eSavings Account-i/Junior Smart Saver-i*

The Bank shall pay profit to the account holder at such rate determined by the Bank from time to time which shall be credited at the end of each month or at such other intervals as may be determined by the Bank. Profit will be computed based on the daily balance or on any other basis which the Bank may at its discretion determine. You must present your passbook (existing customer) to obtain a record of the posting of profit paid by the Bank.

d) *For Alliance SavePlus Account-i*

The Bank shall pay profit to the account holder at such rate determined by the bank from time to time. Profit will be computed based on balances or on any other basis which the Bank may at its discretion determine.

2. *Profit for ATD-i and JSTD-i placements*

The profit payable depends on the agreed profit rate as set out in the *ATD-i* and *JSTD-i* placement receipt which is computed based on the following formula:

Principal Amount x Profit Rate x No. of Days

365 or 366

The Bank will credit the profit (if any) from the *ATD-i* account to the customer's *ATD-i* or savings or current account with the Bank on the maturity date. For *JSTD-i*, the Bank will credit the profit (if any) from the *JSTD-i* account to the customer's *JSTD-i* or savings account with the Bank on the maturity date. Payment of profit must be credited to an account owned by the customer.

3. *Profit for accounts maintained by Alliance Bank Group Staff*

Upon staff's cessation of employment with the Bank, the additional profit rate of 0.50% p.a. above the board rate for *ATD-i* shall be changed immediately to the Bank's board rate at the time of placement for the *ATD-i*.

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.

### **Cheques**

You shall only use cheques supplied by the Bank at all times to draw on your account. When you draw cheques, please ensure that the amount, both in words and figures is written clearly and in such a way that the insertion of any words or figures can be prevented. A line drawn "—————" or the word "only" or "sahaja" should be added after the amount is expressed in words.

The Bank restricts the deposit of cheques payable to the account holder(s) only. Only cheques payable to the account holder as per the account holder's name maintained in the Bank may be deposited into the account. Third party cheques are strictly not allowed to be deposited into the account. You shall ensure that sufficient funds are maintained in your account at all times for payment of cheques issued. A charge of RM1.50 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 returned due to insufficient funds.

The Bank shall have the right to refuse to honour cheques where the signature(s) of any of the account holder(s) and/or authorised signatory(ies) differs from the specimen signature provided to the Bank. No alterations whatsoever shall be made on the cheques. The Bank reserves the right to dishonour and return cheques that in the Bank's opinion bears any form of alteration (whether countersigned by you or otherwise).

If you wish to stop payment of 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 per the cheque drawn on your account. Instructions to stop payment may be made through **allianceonline**. As a particular risk exists where cheques may get lost before they have been completed, please keep your cheque book in safe custody.

The Bank reserves the right to levy a service charge determined by the Bank from time to time for executing each and every stop payment instruction. For every post-dated cheque returned, a service charge will be collected from the payee. You may refer to the latest Fees and Charges at <https://www.alliancebank.com.my/islamic-fees-and-charges>.

Application for new cheque books shall be made through the Bank's printed application forms or 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 us 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.

When the Bank accepts or incurs liability for or at your request, any funds and/or securities and/or 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, securities and/or other valuables and/or any part thereof and even dishonour cheques issued by you until the liability is settled.

Cheques should only be issued exclusively for purposes that do not contravene Shariah Principles. However, the Bank is not obligated to check and/or to ensure that the cheque is issued exclusively for the purpose as mentioned and your obligations shall not in any way be prejudiced or affected or diminished by reason that the cheque is issued for some other purpose (whether or not the Bank has notice of that fact).

You will indemnify the Bank, as collecting banker, in respect of any loss which the Bank may incur by reason of its guaranteeing any endorsements or discharges, on any cheque presented at your express request in every case.

### **Savings Passbook**

### For Basic Savings Account-i

Effective 16 March 2020, the Bank will no longer be issuing passbooks for new Basic Savings Account-i opened. You will be issued with a Debit Card and you can check the transactions via ATM or **allianceonline**.

### Replacement and Renewal of Passbook

For existing account holders who hold a passbook, the passbook will continue to apply, and any replacement/renewal of passbook will continue to be issued. The passbook which is neither transferable nor assignable must be presented at the counter for every transaction. The amounts of each deposit and withdrawal will be entered in the passbook. Any payments made by the Bank upon the production of the passbook shall have the same effects 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. The passbook shall not be tampered or altered with respect to matters relating to the transactions either by you or any other party. You should check your passbook to ensure that correct entries have been made before leaving the Bank. The passbook should be presented to the Bank as and when required by the Bank for any Hibah/profit or unposted items to be entered. The passbook is for your reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry having been posted in the passbook. 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.

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

You must have the capacity to contract. Under the Bank's policy, an individual who has attained the age of 18 may only 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/legal guardian.

*Basic Savings Account-i/Savings Account-i* can be closed at the request of the customer, by operation of law or at the discretion of the Bank.

An account can be stopped in the event of death, bankruptcy or insanity of the account holder.

### **Duties of Depositors**

The cheque book/passbook/term deposit-i receipt or certificate should be kept in safely in your own custody and the Bank shall not accept responsibility for any loss caused through your own negligence, or if any person shall obtain possession of the cheque book/passbook/term deposit-i receipt or certificate and fraudulently obtain payment of any sum belonging to you.

### **Loss of Passbook**

Upon the loss or destruction of this passbook, you shall immediately give notice in writing to the Bank of such loss or destruction. Upon production of such evidence and execution of an indemnity and payment of a sum specified by the Bank, the Bank may close your existing account and open a new account.

### **Replacement of Passbook**

If a 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 to you a new passbook.

### **Loss of Certificate**

You should immediately inform the Bank on the loss of the *ATD-i/JSTD-i* certificate by giving notice in writing to the Bank. Upon execution of an indemnity and payment for the stamp duty charges based on the prevailing rate, the Bank will issue a duplicate certificate to you.

### **Overdrawn Account**

Please ensure that your account does not become overdrawn unless you have made prior special arrangements with the Bank. Where special arrangements have been made, the amount advanced by the Bank ("Overdrawn Amount") shall be treated as a loan from the Bank (lender) to you (borrower) based on the Shariah contract of *qard*.

The Overdrawn Amount shall be temporary in nature and shall be payable by you on the same day or upon demand from the Bank.

A fee of RM1.50 or any other amount as shall be announced by the Bank from time to time will be levied on each cheque that is dishonoured owing to insufficient funds.

A Cashline Facility-i is available for non-temporary advances and can be applied for separately.

### Statement of Account

1. For Current Account-i/Basic Current Account-i/Alliance Hybrid Account-i/Alliance Elite Account-i/Alliance SavePlus Account-i

A statement of account setting out all the transactions on the account will be sent to you once a month via electronic medium unless we receive an instruction to the contrary from you. You are to examine the entries in the statement of account and to report immediately to the Bank in writing if any error is found therein. All entries therein are correct in the absence of any objection within fourteen (14) days from the date of the statement of account. The Bank reserves the right to make corrections as and when necessary if the error is discovered by the Bank.

2. For Alliance My eSavings Account-i/Junior Smart Saver-i

A statement of account setting out all the transactions on the account can be viewed via **allianceonline**. Statements are available for a period of 7 years.

### Withholding Tax

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 dividend.

### Closure of Account

1. For Basic Current Account-i/Current Account-i/ Alliance Hybrid Account-i/ Alliance Elite Account-i

The Bank reserves the right to close your account by serving a notice by ordinary mail addressed to your usual or last known address or in such form and manner as determined by the Bank and shall not be bound to disclose any reason thereof.

Upon closure of your account by you or by the Bank, all unused cheques shall become the property of the Bank and should be returned to the Bank.

2. For Alliance My eSavings Account-i

For closure of account within 3 months from the date the account was opened, a closure fee of RM10.00 will be imposed.

3. For Alliance SavePlus Account-i

The Bank reserves the right to close your account by serving a notice by ordinary mail addressed to your usual or last known address or in such form and manner as determined by the Bank and shall not be bound to disclose any reasons thereof.

Any request to close the joint account must be confirmed by all accountholders.

For closure of account within 3 months from the date of account was opened, a closure fee of RM10.00 will be imposed.

### Closure of Joint Account

- Savings Account-i  
Any request to close the joint account must follow the conditions for the operation of the account as stated in the application form for Personal/Joint Account.
- Current Account-i  
Any request to close the joint account must be confirmed by all accountholders.

### Automatic Closure of Accounts

1. For Basic Savings Account-i/Savings Account-i

When you withdraw the whole of your account balance, or if at any time the balance in your account is RM10.00 or less and the account has been dormant for one (1) year, then, upon notice being given, your account will automatically be closed. The remaining amount will be treated as service charges or dealt with in a manner as may be required by the Bank.

2. For Alliance My eSavings Account-i

When you withdraw the whole of your account balance, or if at any time the balance in your account is RM10.00 and the account has been dormant for sixty (60) days, then, upon notice being given, your account will automatically be closed. The remaining amount will be treated as service charges or dealt with in a manner as may be required by the Bank.

3. For Junior Smart Saver-i

When you withdraw the whole of your account balance, or if at any time the balance in your account is RM10.00 or less and the account has been dormant for **one (1) year**, then, upon notice being given, your account will automatically be closed. The remaining amount will be treated as service charges or dealt with in a manner as may be required by the Bank.

### **Conversion of Accounts**

For Junior Smart Saver-i only

When you as account holder (for those aged 12 years old (with MyKad) to 17 years old) or as beneficiary of a JSS-i account have attained the age of 18 years old, all benefits extended under JSS-i will be revoked accordingly in the following month upon attaining the age of 18 years old. The JSS-i account will automatically be converted into an adult Alliance My eSavings Account-i according to the original name in the JSS-i account and the JSS-i account number will be retained accordingly for the Alliance My eSavings Account-i. Thereafter upon conversion of the said account to an adult savings account, the terms and conditions of the Alliance My eSavings Account-i shall govern the operation of the account accordingly.

### **Collection of Negotiable Instruments**

For Basic Savings Account-i/Savings Account-i

The proceeds of all bills, notes, cheques and other instruments sent to the Bank for collection may not be drawn again 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.

### **Specific terms for products based on *murabahah* via *tawarruq***

1. Utilization of proceeds by the Bank prior to commodity trading

Where funds have been deposited into the account of the customer and the Bank has yet to perform commodity trading, the customer shall consent to the Bank's utilization of such funds on the basis of incidental *qard*.

2. Request for quotation of commodity price

The customer may request a quotation on the price of commodities at any Alliance Bank branch. Upon receipt of such quotation from the Bank, the customer shall provide confirmation to the Bank (if several quotations were provided) by electronic mail or telephone on the preferred price prior to the Bank purchasing the commodities on the customer's behalf. The quotations are subject to market changes in the prices of commodities on a daily basis.

3. Underlying asset

The types of commodities traded are crude palm oil and London Metal Exchange (LME) metals i.e. primary aluminium, platinum, LME special high grade zinc, LME copper grade A palladium. The changes in prices of commodities are subject to market changes and the deposit amount will not be affected. The Bank shall sell and purchase London Metal Exchange metals via the Eiger Trading Platform or crude palm oil via Bursa Suq Al-Sila' ("BSAS").

Commodity trading is carried out via a third party commodity trade service provider appointed by the Bank (Bursa Malaysia Islamic Services Sdn. Bhd. or Eiger Trading Advisors Ltd.).

4. Issuance of commodity trading certificate

The commodity trading transactions will be supported by certificates indicating the ownership of the transacted asset and details of the asset such as its location, quality and quantity.

5. Request for delivery of commodities

The customer may request for delivery of the commodities at any Alliance Bank branch with prior notification given to the Bank and before the Bank sells the commodities to itself. Upon receipt of the customer's request, the Bank as the customer's agent shall liaise with the commodity trade service provider for the said delivery. The delivery of the commodities shall be in accordance with the procedures of the respective commodity trade service providers engaged by the Bank. The delivery fee and all other delivery charges shall be borne by the customer. Upon taking delivery of the commodities, the customer shall make payment to the Bank for the cost of the commodities including the fees and delivery charges on a spot basis and the Bank shall immediately be discharged from all further liabilities in relation to the Agency Appointment including its obligation to sell the commodities to the Bank on behalf of the customer. The Bank will thereafter utilize the funds received from the customer to make payment to the supplier for the commodities on behalf of the customer through the commodity trade service provider. In view of the delivery request by the customer, there will be no placement of current account, savings account, ATD-i or JSTD-i with the Bank.

In the event that the commodity trading is executed by the Bank on dual agency arrangement via straight through processing, the customer effectively agrees to waive the customer's right to take delivery of the commodities at the beginning of the contract.

6. Defect option

If a defect in the commodities existed prior to the sale by the Bank and is discovered after the execution of the Murabahah Contract, the customer is entitled to *khiyar al-'ayb* (defect option), whereby the customer has the right to:

- a) terminate the Murabahah Contract;
- b) vary the terms of the Murabahah Contract as to be mutually agreed with the contracting parties; or
- c) continue with the Murabahah Contract on an "as-is" basis.

Any defect in the commodities which is discovered and consented by the customer at the time of entering into each Murabahah Contract shall disqualify the customer from entitlement to the defect option.

The Bank and the customer may mutually agree for the Bank to waive liability for any defect on the asset before entering into the Murabahah Contract.

The customer may agree to waive the Bank's liability for any defect on the commodities that existed prior to the Murabahah Contract between the Bank and the customer.

Any dispute with regard to the quality of the commodities shall be dealt with in accordance with the procedures of the respective commodity trade service providers engaged by the Bank.

The Murabahah Contract between the Bank and the customer is dissolved when:

- a) the customer exercises the defect option to terminate the Murabahah Contract;
- b) either the Bank or the customer exercises mutually agreed options to terminate the Murabahah Contract within the agreed time period;
- c) either the Bank or the customer exercises the option to terminate the Murabahah Contract due to breach of the terms and conditions for the facility; or
- d) both contracting parties mutually agree to terminate the Murabahah Contract.

Upon dissolution of the Murabahah Contract, the asset (commodities) shall be returned to the Bank if it has not been sold to a third party and the price paid shall be returned to the customer. The dissolution of the Murabahah Contract shall be effective provided that the asset can be returned to the Bank, failing which the Bank shall be entitled to the value of the asset which shall be payable by the customer.

7. Rebate (applicable to current accounts and savings accounts based on *Murabahah* via *Tawarruq*)

The customer shall be deemed to have consented to the granting of Rebate (*ibra'*) on the Murabahah Sale Price pursuant to the Murabahah Contract entered into between the customer and the Bank, subject to the occurrence of certain events including but not limited to:-

- i. withdrawal of funds prior to maturity date of the contract entered into with the Bank;
- ii. termination of the current and/or savings account prior to maturity date entered into with the Bank;

The customer also agrees to provide Rebate for the difference between the aggregate ceiling profit and aggregate effective profit on the maturity date, in view that the profit component of the selling price is computed using the ceiling profit rate whilst the aggregate profit computation is based on the effective profit rate.

The formula for Rebate is as follows:

**Rebate = Aggregate Ceiling Profit – Aggregate Effective Profit**

The customer hereby agrees that the Bank's determination of any profit amount payable to the customer under the current account and savings account save for manifest error shall be final, conclusive and binding against the customer.

8. Tawarruq Notice (applicable to current accounts and savings accounts based on *Murabahah* via *Tawarruq*)

The Customer will receive a Tawarruq Notice with details on the *Tawarruq* transactions i.e. Purchase Price, Selling Price, Total Profit, Total Profit Credited and Total Rebate on an annual basis or at such period as may be determined by the Bank. The Bank will send the notice via mail to the customer's last registered correspondence address with the Bank or by any other medium or service provided by the Bank.

9. Murabahah Sale Price

- a) Murabahah Sale Price refers to the principal amount plus profit.
- b) The formula for deriving the Murabahah Sale Price for ATD-i and JSTD-i is as follows:

$$\left[ \frac{\text{Principal Amount} \times \text{Rate} \times \text{No. of Days}}{365 \text{ or } 366} \right] + \text{Principal Amount}$$

- c) The formula to derive the *Murabahah* Sale Price (MSP) for current account and savings account based on *Murabahah* via *Tawarruq* is as follows:

$$\text{MSP} = \frac{\text{Principal Amount} + (\text{Principal Amount} \times \text{Ceiling Rate} \times n)}{\text{No. of days in the year}}$$

Where:

- |                          |   |  |
|--------------------------|---|--|
| Principal Amount         | - | Daily net deposit amount and/or year-end account balance                                   |
| n                        | - | Remaining number of days for the particular year   |
| No. of days in the year  | - | 365 days for a non-leap year or 366 days for a leap year                                   |
| Daily Net Deposit Amount | - | Total amount deposited for the day less total amount withdrawn for the day                 |
| Year end account balance | - | Account balance as at 31 <sup>st</sup> December excluding the profit credited for December |

*The Ceiling Rate will be published in the Bank's website*

**Communication, Notices and Alerts Policy**

The Bank may send statements, notices, alerts and such other forms of communication to your correspondence address or via electronic medium such as email or SMS to your contact particulars as per the Bank's latest records.

Subject to proper verification, the Bank may rely and act upon any verbal or written instructions received from the customer through any mode acceptable to the Bank in its discretion including but not limited to, by telephone, online or facsimile. The Bank shall not be held liable to the customer in any way for acting in good faith upon such instructions notwithstanding that it is subsequently shown that the same was not given by the customer, 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.

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

All statements, correspondences and communications will be sent to your last known address, email, phone, fax or such other forms of contact as per the Bank's record shall be correct and duly delivered. 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 promptly notified to the Bank in writing. Such changes may also be made through **allianceonline** or through the Bank's Contact Centre.

Please use the same signature on all cheques, documents and correspondences with the Bank, as per the Specimen Card lodged with us at the time you opened the account or any latest signature that has been lodged with us. If you wish to change your signature, kindly contact the Bank to do so.

## **Unclaimed Monies Act 1965**

You are advised to keep your account active as it is a requirement under the Unclaimed Moneys Act 1965 that any monies 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.

## **Banking Charges**

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) calendar days before the changes are made. All banking charges when due shall be debited to your account. For updates to the applicable fees and charges, the customer (depositor) is required to refer to the Bank's public website.

## **Taxation**

Unless otherwise specified herein, the Bank's fees 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.

## **Right to Set-Off**

The Bank, in addition to any general lien or other similar right to which it is entitled by law, may at any time, with minimum 7 days prior 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 one or more of the banking accounts in or towards satisfaction of any of your liabilities to the Bank whether such liabilities to the Bank be primary or collateral or joint and several.

## **In The Event of Death (Survivor Provision)**

Subject to any legislation applicable thereto, on the death of any one joint account holder the Bank may hold 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 whatsoever or to any step which the Bank may require to take in view of any claim by any person other than the survivor(s).

If a Muslim account holder or Joint account holder(s) of the account dies, the survivor or survivors shall receive the funds of the deceased as the appointed administrator (wasi') and will then be responsible to distribute the credit balance in accordance with the law of inheritance (fara'id). The bank is not responsible to ensure whether the legal heir of the administrator (wasi) has distributed the asset according to any substantive law or law of inheritance (fara'id).

## **Liability for Loss**

You shall not hold the Bank liable in any way for any loss whatsoever incurred by the operation of any account opened by you with the Bank save where such loss is directly attributed to the wilful negligence of the Bank.

## **Indemnity**

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 whatsoever including solicitors fees (on "solicitor-client" basis) that may be suffered, sustained and/or incurred by the Bank in connection with or arising

out of the Bank agreeing to your request and allowing you to maintain and/or access to the facilities/services applied for save and except where such claims, actions, proceedings, demands, losses, damages, costs, charges and expenses were directly attributable to the Bank's gross negligence, wilful misconduct or fraud

### **Modification and Amendment of the Rules & Regulations**

Subject to any legal or regulatory requirement, the Bank reserves the right to revise any of its requirements in terms of value or figures including account balances, charges, fees, the number of transactions and any other value that has been quantified as indicated in the applicable clauses and brochures by providing at least twenty one (21) calendar days' notice prior to implementing the changes.

The Bank reserves the right to add, vary and/ or modify or amend any of these Terms and Conditions at any time at its discretion with prior notice; and such additions, variations and modifications shall be posted from time to time in the Bank and/or advertised in the press and the website at least twenty one (21) calendar days' notice.

If customer (depositor) disagrees with any of the variation and/or modification and/or amendment of these Terms and Conditions, customer is advised to contact the Bank for another solution and/or option.

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

All Islamic deposits are protected by PIDM up to RM250,000 for each depositor.

### **Disclosure of Information**

You irrevocably 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 or your business and operations to the following classes of persons in such manner and to such extent as the Bank at its discretion 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 written notification to the Bank;
- (b) any person for or in connection with any 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;
- (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 and credit reporting agencies;
- (f) the Bank's accountants, auditors, solicitors, 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 in relations to this accounts only ;
- (h) the security parties/guarantors or any party providing security in respect of the Facility(ies);
- (i) an external party as may be required for any corporate exercises/due diligence activities undertaken by the Bank and/or the Alliance Bank Group;
- (j) 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
- (k) any other persons or entities with your prior consent upon verbal or written or any mode acceptable to the Bank.

You hereby irrevocably 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 and Conditions contained herein. By

participating in this product, the customers agree that they have read the Notice & Choice Principle Statement available at the Bank's website

(<https://www.alliancebank.com.my/Alliance/media/Pdf/Personal%20Data%20Protection%20Act%202010/NCP-for-website-ENG.pdf>)

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

The Bank reserves the right in its discretion 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 at such time and for such duration as the Bank may deem fit

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

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.

You consent and authorise/agree that:

- a) Alliance Islamic Bank 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.
- b) 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.

### **Opening/operation of Account for the Visually Impaired**

Blind Person (Account Holder) who is literate/illiterate can open a Deposit Account to be operated individually/jointly with the presence of a sighted companion/friend/relative of the blind person.

At the time of account opening, the signature/thumbprint input by the Account Holder must be witnessed by sighted companion/friend/relative of the blind person as Witness 1 and witnessed by an Officer of the Bank as Witness 2.

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.

The Bank official shall explain the Terms and Conditions governing the account to the blind person.

### **Anti-Bribery and Corruption Policy**

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 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 by the Bank for the purpose of this Campaign.

By virtue of participating in this product, you hereby acknowledge 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> and further covenants/undertake 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.

### Fees and Charges

You are required to refer to the Bank's website <https://www.alliancebank.com.my/islamic-fees-and-charges> for the applicable fees and charges.

### Prevention and Mitigation of Banking Fraud and Scam

- a) The Bank may from time to time provide the latest updates or content to educate the Customer and create awareness that help prevent or mitigate fraud and scam risk. These may include but not limited to security tips, software/operating system/application version update, and regulation requirements from any relevant governing bodies.
- b) The Customer shall keep in safe custody of all banking instruments, for example cheque books/cheque leaves, security tokens, debit card, telephone banking PIN, internet and mobile banking login credentials, and transaction authorisation code (TAC). The Customer shall notify the Bank immediately when the Customer becomes aware that any of the above is lost or used without authority or proper authorisation. The Customer shall not be liable for losses resulting from unauthorised transaction(s) occurring after the Customer had notified the Bank in accordance with these Terms and Conditions that the Customer's banking instruments mentioned above have been lost, misused, stolen, compromised or breached.
- c) Where any loss or damage suffered by the Customer is solely attributed to the willful negligence of the Bank, the Bank's sole and entire liability (whether in respect of one or more claims) to the Customer in contract or tort shall not exceed the amount of the transaction which gave rise to the claim or claims or the direct damages sustained. In no event shall the Bank be liable for any loss of business, loss of profits, earnings or goodwill, loss of data, indirect, consequential, special or incidental damages, liabilities, claims, losses, expenses, disbursements, awards, penalties, proceedings and costs regardless of whether the possibility of such losses or damages was disclosed to, or could have reasonably been foreseen by the Bank.
- d) Upon being notified by the Customer of such incident, the Bank shall conduct an investigation and the Customer is required to provide sufficient information and collaboration to facilitate the investigation. The Bank may take the following measures to prevent or mitigate further financial loss while the Bank is performing its investigation:
  - i. Suspend or freeze the affected account;
  - ii. Revoke or reset the Customer's internet or mobile banking access; and/or
  - iii. Revoke the validity of banking instruments.

### Complaints

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

If the Customer's query or complaint is not satisfactorily solved by the Bank, the Customer may contact BNMLINK or Financial Markets Ombudsman Service (FMOS) at:

<b>BNMLINK</b> 4 <sup>th</sup> Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur.	Tel.: 1-300-88-5465 ( <b>Malaysia</b> ) or +603 2174 1717 ( <b>Overseas</b> ) Website: <a href="http://bnm.gov.my/BNMLINK">bnm.gov.my/BNMLINK</a>
<b>Financial Markets Ombudsman Service (FMOS)</b> Level 14, Main Block, Menara Takaful Malaysia No.4, Jalan Sultan Sulaiman 50000 Kuala Lumpur.	Tel.: +603 2272 2811 Website: <a href="https://www.fmos.org.my">https://www.fmos.org.my</a>

**How to contact us**

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