

## **CASHOUT FACILITY TERMS AND CONDITIONS**

### **SEPTEMBER 2018**

#### **TERMS AND CONDITIONS**

##### **1) Overview**

The Terms and Conditions herein shall apply to all Bank Islam VISA Debit Card-i (“the Card”) issued by Bank Islam Malaysia Berhad (“the Bank”).

##### **2) Ownership of the Card**

The Card remains the property of the Bank at all times and is not transferable to another person. The Bank may suspend the use of the Card by serving notice to Cardholder in accordance with its usual practice and in accordance to any applicable law in Malaysia. Upon receiving the Bank’s notice or upon closure of the Account, the Cardholder shall return the Card to the Bank after cutting the magnetic stripe and the chip.

##### **3) Accepting Term & Conditions**

The Bank may agree to issue the Card to an authorised registered Accountholder upon receiving a request in the form of a signed application form. The request implies the Accountholder’s agreement to be bound by the Terms and Conditions. Before the Cardholder signs and/or uses the Card, the Cardholder shall read and understand these Terms and Conditions as the Cardholder’s use or acceptance of the Card will be governed by these Terms and Conditions. By signing, accepting or using the Card, the Cardholder shall deem to have agreed with the Terms and Conditions stated hereunder.

##### **4) Definitions**

In these Terms and Conditions, where the context so admits the following words shall have the meanings set out against them:-

|                                |  |
|--------------------------------|--|
| <b>“Account”</b>               | CASA and/or Al-Awfar opened under the Cardholder’s name with the Bank which is linked with the Card for the purpose of this agreement; |
| <b>“Account Statement”</b>     | The periodic statement issued by the Bank to the Accountholder/Cardholder which shows the transactions posted to the Account;          |
| <b>“Acquirer”</b>              | Any person that provides merchant acquiring services;  |
| <b>“At Not On-Us Merchant”</b> | Any transaction in which the Acquirer and the Issuer are not the same party;   |

|   |   |
|---|---|
| <b>“At On-Us Merchant”</b>                  | Any transaction in which the Acquirer and the Issuer are the same party;  |
| <b>“ATM”</b>                                | Automated Teller Machine or card machine which accepts the Card but not limited to machines owned by the Bank or owned by the Visa ATM network;   |
| <b>“Authorised Cash Outlet”</b>             | Any bank, ATM or outlet which are authorised to accept Visa, Visa PLUS or any other brand owners of which the Bank is a member for cash withdrawal;   |
| <b>“Authorised Merchant”</b>                | The establishments supplying goods and/or services which accept the Card as a form of payment;  |
| <b>“CASA and/or Al-Awfar”</b>               | The Cardholder’s Current Account, Savings Account and/or Al-Awfar Account with the Bank which shall be deposited and used by the Cardholder according to these Terms and Conditions;  |
| <b>“Card”</b>                               | Bank Islam VISA Debit Card-i  |
| <b>“Visa Debit Card-i”</b>                  | Any Visa Debit Card-i issued by the Bank to the Cardholder providing electronic access to the Cardholder’s CASA and/or Al-Awfar, and to allow the Cardholder to effect any transactions subject to the terms and conditions contained herein; |
| <b>“Card Transaction”</b>                   | Transaction conducted using the Card;   |
| <b>“Cardholder”</b>                         | Any person whom a VISA Debit Card-i has been issued to;   |
| <b>“Cash Withdrawal”</b>                    | Cash withdrawn from any bank, ATM or cash outlet which are authorised to accept Visa, Visa PLUS Logo or any other brand owners of which the Bank is a member;   |
| <b>“Card Not Present (CNP) transaction”</b> | The transaction effected without physically presenting the VISA Debit Card-i at the point of sale such as E-Commerce (online), direct debit and Mail Order and Telephone Order (MOTO) transactions.   |
| <b>“Current Balance”</b>                    | Balance available in the Account after deducting the purchase of goods and services and the Cash Withdrawal;  |
| <b>“Daily Limit”</b>                        | Maximum limit allowed by the Bank for cash withdrawals and retail transaction made in one day;  |
| <b>“Halal goods and services”</b>           | Goods and services that are acceptable and in line with the Shariah rules and principles;   |
| <b>“Issuer”</b>                             | The Bank who has obtained approval from Bank Negara Malaysia under Section 11 of the Islamic Financial Services Act 2013 to issue Debit Card-i;   |
| <b>“Internet Banking”</b>                   | Online banking system that allows customers of the Bank to conduct financial transactions on a secured website operated by the Bank;  |
| <b>“Member Banks”</b>                       | Financial institutions that are members of Visa or any other brand owners of which the Bank is a member;  |
| <b>“Minimum Balance”</b>                    | The minimum balance in the Savings/Current and/or Al-Awfar Account must be retained for Annual Fee debiting purposes.   |
| <b>“PIN”</b>                                | Personal Identification Number chosen by Cardholder via PINPAD or thereafter changed by the Cardholder through  |

|                           |  |
|---------------------------|--|
|                           | the ATM;   |
| <b>“PLUS”</b>             | Also known as Visa PLUS is an interbank network that covers all VISA credit, debit, and prepaid cards, as well as ATM cards issued by various banks worldwide;   |
| <b>“Ringgit Malaysia”</b> | The lawful currency of Malaysia and used for all payments to be made under these Terms and Conditions;   |
| <b>“Team Harimau”</b>     | a co-brand Visa Debit Card-i issued by the Bank in collaboration with Football Association of Malaysia (FAM);  |
| <b>“UniDebit”</b>         | Bank Islam VISA Debit University Card-i is a co-brand VISA Debit Card-i issued by the Bank in collaboration with University;   |
| <b>“Valid thru Date”</b>  | Valid Thru Date means the expiry date of Bank Islam VISA Debit Card-i printed onto the Card  |
| <b>“Visa PayWave”</b>     | Contactless Payment by using Visa PayWave platform for retail purchases. Only applicable to selected cards with Contactless logo;  |
| <b>“Visa”</b>             | Visa International Service Association, a company incorporated in the State of Delaware, with its principal office at 900 Metro Centre Boulevard, Foster City, State of California, 94404, United States of America of which the Bank is a principal member; |

## **5) Interpretations**

- a) Words and expressions denoting the singular number only shall include the plural and vice versa and words and expressions denoting the masculine gender only shall include the feminine and neuter gender.
- b) Reference to clauses and schedules shall unless otherwise expressly provided be references to Clauses of and the Schedules to these Terms and Conditions.
- c) The headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing the provisions of these Terms and Conditions.

## **6) Application for the Card**

- a) The Bank customers aged 15 years (including non residents of Malaysia) and above with a CASA and/or Al-Awfar are eligible to apply for the Card. If the CASA and/or Al-Awfar is a joint account, only account with instructions of “either to sign” are eligible to apply for the Card. Only ONE (1) card will be issued.
- b) The registered owner of the sole-proprietor company with a current account opened in the Bank may only apply for ONE (1) card under its business name. The Card can only be held or used by the registered owner of the sole-proprietor company.

c) Applicant for the Card shall complete the application form and submit it to the Bank together with ATM old card (if any) or savings account book or current account statement or Al-Awfar account statement and all relevant documents and payment.

d) Cardholder may create his own PIN via PINPAD and the PIN is for the purpose of conducting transactions at the ATM. The Card details or PIN shall not be revealed to others.

e) In consideration of the Bank issuing the Card to the Cardholder, the Cardholder agrees to abide by the Terms and Conditions herein contained and any changes the Bank may impose from time to time. The Bank shall provide at least 21 calendar days notice to Cardholder prior to the effective date of change in the Terms and Conditions. Communications and notices may be made as public announcements in daily newspapers, posted at any of our branches, our ATMs or on our website.

f) If the Cardholder does not want to be bound by these Terms and Conditions, the Cardholder shall immediately return the Card to the Bank after cutting the magnetic stripe and the chip, with written notice that he/she is returning the Card for cancellation.

## **7) Shariah Compliance**

a) All Muslim Cardholder are advised to observe Shariah compliance rules and principles while using the Card.

b) The Card cannot be used at non-halal merchants categorized by Merchant Category Codes (MCC) as below:-

| <b>MCC</b> | <b>DESCRIPTION</b>  |
|------------|---|
| 5921       | Package Stores, Beer, Wine, Liquor  |
| 5973       | Religious Goods Stores  |
| 7261       | Funeral Services and Crematories  |
| 7273       | Dating, Escort Services   |
| 7297       | Massage Parlours  |
| 7995       | Betting (including lottery tickets, chips and gaming casinos, off-track betting and wagers and online gaming) |
| 9754       | Gambling – Horse Racing, Dog Racing, State Lotteries  |

## **8) Usage of the Card**

a) The use of the Card is restricted to the Cardholder to whom the Card is issued for use at Authorised Merchants, allowed to accept or any other brand owners of which the Bank is a member as a mode of payment. The Cardholder shall sign at the back of the Card immediately upon receipt of the Card.

- b) Cardholder below aged 18 years is not allowed to have Contactless (VISA PayWave) and retail purchases transaction function.
- c) The Cardholder shall not allow or empower any third party to use the Card and cannot transfer or relinquish control or ownership of the Card or use it for purposes not permitted by the Bank.
- d) The Account of the Cardholder shall be debited when a purchase is made using the Card. The Card can be used to purchase goods and services in Malaysia and at more than 25 million merchants worldwide that display the Visa PLUS logo, provided that the total amount of cash in the Account is sufficient to effect the transaction. The Cardholder is responsible for ensuring sufficient funds in the Account before effecting the transaction.
- e) The Cardholder is allowed to effect Internet transactions and make cash withdrawals at the Cash Outlets or Financial Institutions with the BANKCARD or MEPS (for e-Debit transactions) and Visa PLUS (for EMV transactions) logo.
- f) Cash withdrawal
  - i) Cardholder can effect cash withdrawal transactions at the Bank cash outlets and at any authorized cash outlets with the Visa PLUS logo and MEPS logo.
  - ii) Total maximum cash that can be withdrawn is RM5,000 per day.
  - iii) Any cash withdrawal made by the Cardholder shall be debited to the Account.
  - iv) To effect a Cash Withdrawal using the Card from any Authorised Cash Outlet, the Cardholder shall sign on a Cash Withdrawal Draft prepared by the Authorised Cash Outlet or use the PIN to gain access to his/her Account;
- g) To affect a purchase from any Authorised Merchant, the Cardholder must sign on a Sales Draft prepared by the Authorised Merchant.
- h) The Cardholder shall be liable to the Bank for all transactions effected using the Card and for all related fees debited to the Account subject to provisions clause 16 below.
- i) The Cardholder shall use the Card only to effect retail transactions, payments for goods and services or cash withdrawals.
- j) The Bank has the absolute authority to stop any transactions effected at non-halal merchants.
- k) Easy Payment Scheme (EPS) transactions are prohibited with the Card.

l) All transactions shall be processed online, and the Current Balance can be viewed by the Cardholder at the ATM and via the Bank's Internet Banking facility.

m) Cardholder should use the Card responsibly, including not using the Card for unlawful activity and follow Shariah Principle.

n) Cardholder shall check his/her account statement from time to time and report any discrepancy without undue delay.

o) Cardholder may perform cash withdrawal via Point-of-Sale (POS) terminal at the selected Authorized Merchant up to RM500.00 per transaction (subject to daily limit of RM2,000 only) provided that a retail purchase shall be made using Debit Card only. However, the transaction to be performed (as requested by the Cardholder) shall be at the absolute discretion of the said Authorized Merchant.

### **9) Overseas Transactions**

a) For security reasons, the Cardholder should notify the Bank each time the Cardholder travels overseas. The Cardholder shall also inform the Bank of his intention to be absent from Malaysia for more than thirty (30) days.

b) The Cardholder may use the Card for cash withdrawal at any designated and installed Cash Outlets in approved countries.

c) Where the Cardholder uses the Card outside Malaysia, the transaction shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at the exchange rate and time as may be determined and at its sole discretion by Visa or any other brand owners of which the Bank is a member to.

d) Wherever applicable, the Cardholder shall authorise the Bank to take such steps to comply with the relevant Foreign Exchange Administration Rules issued by Bank Negara Malaysia in respect of any overseas transaction.

### **10) Participation In Overseas and Card-Not Present (CNP) transactions**

a) Effective 1<sup>st</sup> January 2016, all Card-Not-Present (CNP) transactions which are not authenticated via strong authentication method and all overseas transaction shall be disabled in order to safeguard the interest of Cardholder.

b) However, Cardholder may opt to enable/continue enjoying CNP transactions and/or overseas transaction by calling our Contact Centre at 03-26 900 900 to opt-in.

c) If the Cardholder uses the Card for purchase of good and/or services through internet sites or portals, the Cardholder shall be solely responsible for the security of such use at all times. The Cardholder agrees that the entry of the Card information in the internet sites or portals shall be sufficient proof of the authenticity of such instructions. The Bank shall not be liable for acting on such use of the Card regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at the time of the transaction subject to provision clause 14 below. However, the Bank reserves the discretion to not complete any such transaction via the internet sites or portals if the Bank has any reason to doubt its authenticity or if in its opinion it is unlawful or otherwise improper to do so or for any other reason.

### **11) Contactless Payment via Visa PayWave**

The Card with “wave” function is working at participating Merchants with “wave” acceptance for up to a maximum RM250 per transaction or RM2,000 per day for retail transaction where no signature is required. However, for purchase more than RM250, Cardholder’s signature or PIN is required.

### **12) Savings/Current/AI-Awfar Account (CASA and/or AI-Awfar)**

a) The Bank shall maintain an Account for the Cardholder for each card held and all transactions effected by the use of the Card and any other fee shall be debited to the respective Account.

b) Account statement for the Savings/Current/AI-Awfar account belonging to the Cardholder stating the transactions conducted shall be issued by the Bank to the Cardholder as per the Terms & Conditions of the respective accounts.

c) No charge levied for the original account statement.

d) The transaction details affected CASA and/or AI-Awfar account may also be subscribed via Bank Islam’s Internet Banking facility. The account balance can also be obtained via Bank Islam’s Internet Banking facility.

e) All transactions, records and entries in the Account Statement shall be considered correct and binding on the Cardholder unless the Cardholder notifies the Bank in writing of discrepancy (if any) in the Account Statement not later than fourteen (14) days from the date of the Account Statement.

f) The Cardholder shall promptly inform the Bank in writing of any changes to Cardholder's personal data such as but not limited to residential and/or office address and/or billing address, telephone numbers or change of employment.

### **13) Expiry Card**

The Card is valid only up to the Valid Thru Date. The Cardholder shall ensure that upon the expiry of the Card, it is destroyed, by cutting it diagonally in half or return it to the Bank for replacement of Card. The issuance fee will be imposed for new issuance card subject to provision clause 16. Annual fee will not be charged to customer on the same year the Card is issued.

### **14) Lost/Stolen Card and Disclosure of PIN**

a) The Cardholder shall exercise reasonable precaution to prevent lost, theft, disclosure of the PIN to any unauthorised person and/or unauthorised use of the Card. Any lost, theft, disclosure of the PIN to an unauthorised person or unauthorised use of the Card must **IMMEDIATELY** be reported to the Bank's Contact Centre at 03-26 900 900 by telephone and lodge police report. Thereafter, written confirmation together with a copy of the police report must also be provided to the Bank not later than seven (7) days from such lost, theft, disclosure of the PIN to an unauthorized person or unauthorized use of the Card.

b) The Cardholder is responsible for showing that the Card was not used by the Cardholder at the time a disputed transaction was entered into record. All transactions at the Cash Outlet (including but not limited to cash withdrawals) shall be considered to have been made by the Cardholder and the Cardholder shall be liable for all charges and withdrawals whatsoever arising from such transactions. The onus of proving that any transaction at the Cash Outlet was not made by the Cardholder shall be on the Cardholder.

c) The Cardholder shall be liable for all charges and withdrawal whatsoever arising from transactions, whether authorised or unauthorised, effected with the Card before written notice in the prescribed form of the lost, theft, disclosure of the PIN to an authorized person or unauthorised used of the Card has been received by the Bank, subject to provision 15 below. The Bank's record of any transaction effected by the use of the Card shall be conclusive and binding against the Cardholder.

d) When a lost or stolen Card is found, the Cardholder shall not use the Card retrieved and shall return the same, after cutting the magnetic stripe and the chip, to the Bank immediately upon

retrieval of the Card. The Bank will be under no obligation to issue a replacement card to a Cardholder following the lost or theft.

### **15) Customer Liabilities**

a) You will be liable on card-present unauthorized transactions which require PIN verification if you have:

- i. acted fraudulently;
- ii. delayed in notifying the bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the Debit Card-i;
- iii. voluntarily disclosed the PIN to another person; or
- iv. recorded the PIN on the Debit Card-i or on anything kept in close proximity with the card

b) You will be liable on card-present unauthorized transactions which require signature verification or the use of contactless card if you have:

- i. acted fraudulently;
- ii. delayed in notifying the bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the Debit Card-i;
- iii. left the Debit Card-i or an item containing the card unattended in places visible and accessible to others; or
- iv. voluntarily allowed another person to use the Debit Card-i.

### **16) Suspension, Cancellation or Termination**

a) In addition to and without derogating any of the provisions of these Terms and Conditions, the Bank may terminate the use of the Card by written notice without assigning any reason for termination, provided that the Bank has reason to believe that the Cardholder has misused the Card or has breached any of the Terms and Conditions set out herein. Following termination thereof, the Card shall be immediately cancelled whether or not the Card is returned by the Cardholder to the Bank.

b) The Cardholder may at any time terminate the use of the Card by written notice to the Bank and returning the Card to the Bank after cutting the magnetic stripe and the chip. No refund of the annual fee or any part thereof will be made. Notwithstanding any earlier notification of the Cardholder's intention to cancel or terminate the use of the Card or these Terms and Conditions, the Cardholder shall remain liable for any transaction (authorized or unauthorized)

effected through the use of the Card to the date the Card is returned to the Bank by the Cardholder.

## 17) Fees and Charges

a) The Cardholder agrees to pay and authorize the Bank to debit the monies available in his Account for the following fees: -

| <b>Fees and Charges</b>   | <b>Amount</b>   |
|---|---|
| Issuance Fee  | <ul style="list-style-type: none"> <li>• RM10.00 – VISA Debit Card-i University (Unidebit)</li> <li>• RM12.00 – VISA Debit Card-i Harimau payWave</li> <li>• RM12.00 – VISA Debit Card-i State Football Club</li> <li>• payWave</li> <li>• RM12.00 – VISA Debit Card-i Malaysia Hockey</li> <li>• Confederation payWave</li> <li>• RM12.00 – VISA Debit Card-i Badminton Association</li> <li>• of Malaysia payWave</li> <li>• RM12.00 – VISA Debit Card-i Malaysia Rugby Union</li> <li>• payWave</li> <li>• RM10.00 - VISA Debit Card-i Perbadanan Tabung</li> <li>• Pendidikan Tinggi Nasional payWave</li> <li>• RM10.00 – VISA Debit Card-i University (Unidebit)</li> </ul> |
| Annual Fee<br>(Annual Fee will not be charged to customer on the same year of BIDC-i is issued) | <ul style="list-style-type: none"> <li>• RM13.00 – VISA Debit Card-i Harimau payWave</li> <li>• RM15.00– VISA Debit Card-i State Football Club</li> <li>• payWave</li> <li>• RM13.00– VISA Debit Card-i Malaysia Hockey</li> <li>• Confederation payWave</li> <li>• RM13.00 – VISA Debit Card-i Badminton Association</li> <li>• of Malaysia payWave</li> <li>• RM13.00 – VISA Debit Card-i Malaysia Rugby Union</li> <li>• payWave</li> <li>• RM10.00 – VISA Debit Card-I Perbadan</li> </ul>  |
| Cash Withdrawal at Bank Islam ATM   | <ul style="list-style-type: none"> <li>• Free</li> </ul>  |
| Cash Withdrawal at ATM via MEPS   | <ul style="list-style-type: none"> <li>• Local Bank – RM1.00 per withdrawal.</li> <li>• Foreign Bank – RM4.00 per withdrawal.</li> </ul>  |
| Cash Withdrawal at any bank via VISA Plus   | <ul style="list-style-type: none"> <li>• RM10.00 per withdrawal.</li> </ul>   |
| Overseas transaction conversion fees  | <ul style="list-style-type: none"> <li>• Subject to exchange rate determined by VISA at that particular time.</li> <li>• Charge on VISA Debit Card-i University (Unidebit)</li> </ul>   |
| Card Replacement Fee due to Lost, Stolen or Damaged   | <ul style="list-style-type: none"> <li>• Replacement Fee is determined by the University</li> <li>• RM12.00 – VISA Debit Card-i Harimau payWave</li> <li>• RM12.00 – VISA Debit Card-i State Football Club</li> <li>• payWave</li> <li>• RM12.00 – VISA Debit Card-i Malaysia Hockey</li> <li>• Confederation payWave</li> <li>• RM12.00 – VISA Debit Card-i Badminton Association</li> <li>• of Malaysia payWave</li> </ul>  |

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|--|--|
|  | <ul style="list-style-type: none"> <li>• RM12.00 – VISA Debit Card-i Malaysia Rugby Union payWave</li> <li>• RM12.00 - VISA Debit Card-i Perbadanan Tabung Pendidikan Tinggi Nasional payWave</li> </ul> |
| Sales Draft Retrieval Fee                      | <ul style="list-style-type: none"> <li>• Original – RM15.00 per slip.</li> <li>• Copy – RM5.00 per slip.</li> <li>• Daily – RM3.00 per request</li> <li>• Weekly – RM5.00 per request</li> </ul>         |
| Statement Request Fee for Current Account      | <ul style="list-style-type: none"> <li>• Within 1 year – RM1.00 per copy + RM5.00 per request</li> <li>• More than 1 year – RM1.00 per copy + RM10.00 per request</li> </ul>                             |
| Balance Enquiry at Bank Islam ATM and via MEPS | <ul style="list-style-type: none"> <li>• Free</li> </ul>   |
| Tabung Haji Transaction at Bank Islam ATM      | <ul style="list-style-type: none"> <li>• RM1.00 per withdrawal transaction</li> <li>• RM1.00 per cash deposit transaction.</li> </ul>  |

b) For the purpose of debiting Annual Fee, the minimum balance that should be retained in the Accounts are as follows:

| <b>Account Type</b>            | <b>Minimum Balance</b>      |
|--------------------------------|-----------------------------|
| Current Account Wadiah & Basic | No minimum balance required |
| Savings Account Wadiah         | RM10                        |
| Savings Account Basic          | RM20                        |
| Al Awfar Account               | RM50                        |

c) If there is a shortfall in the account when a transaction is effected by the Cardholder, the Bank with its absolute power and with permission from the Cardholder, shall affect a withdrawal from any account with sufficient funds which the Cardholder may have with the Bank.

d) Notwithstanding the above provisions, should there be any change in fees and charges, the Bank shall provide at least 21 calendar days notice to Cardholder prior to the effective date of change. Communications and notices may be made as public announcements in daily newspapers, posted at any of our branches, our ATMs or on our website.

### **18) Pre-Authorisation Charge**

Pre-authorisation charge refers to a pre-authorized amount which will be debited from the Account when the Cardholder fills up the petrol and make payment using the Card at the automated fuel dispenser or make payment for room registration at hotel using the Card or any other transaction that may require pre-authorisation charge. The Pre-authorisation charge is meant for approval of transaction only. The pre-authorisation amount shall be released when the actual transaction amount is debited from the Account.

| <b>Transaction Type</b> | <b>Charge Amount</b> |
|-------------------------|----------------------|
|-------------------------|----------------------|

|        |                                     |  |
|--------|-------------------------------------|--|
|        | Check In                            | Pre-Authorisation charge shall be imposed.   |
| Hotel  | Check Out                           | Total of Pre-Authorisation charge shall be released when the actual transaction amount is debited to the account.<br>RM200                               |
|        |                                     | <b>Note:</b> The bank may hold amount up to 3 working days after the transaction date before releasing any excess amount held from Cardholder's account. |
| Petrol | Self Service Pump at Petrol Station | There is no pre-authorization charge For payment over the shop/counter (only the actual charge shall be imposed).  |

### **19) Telephone Monitoring and Recording**

The Cardholder authorizes the Bank to contact the Cardholder by telephone on matters related to the Card. The Cardholder agrees such calls from the Bank maybe unsolicited calls. From time to time the Bank may monitor and/or record the telephone calls between the Cardholder and the Bank. The Cardholder further agrees that monitoring and/or recording may be done and that no additional notice to the Cardholder or additional approval from the Cardholder is needed.

### **20) Waiver**

No relaxation, forbearance, indulgence, failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under these Terms and Conditions, or any security in favor of the Bank upon any default on the part of the Cardholder shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in any default affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any other rights or remedies provided by law.

### **21) Changes in Circumstances**

The Bank has the right to change the Terms and Conditions without informing Cardholders in lieu in cases of any change in applicable law, regulation or regulatory requirement or in the interpretation or application thereof which requires compliance by the Bank to the changes.

## **22) Linking the Card with Tabung Haji Account**

a) This provision only relates to individual Tabung Haji (TH) depositor who has CASA and/or Al-Awfar with the Bank and not applicable to sole-proprietor. The Card issued by the Bank to a sole-proprietor Account is not entitled to be linked to TH account.

b) For the purpose of this provision, every Cardholder must have:

i. An active Account and holding the Card, and

ii. An active TH account.

c) The Cardholder shall present the identity card and TH savings account passbook to the Bank for the purpose of linking the Card with TH account.

d) The Cardholder may also apply to link the Card to their children's TH account under its custody below the age of EIGHTEEN (18) years.

e) The maximum number of TH accounts allowed for the Cardholder with children under his care is not more than EIGHT (8) accounts, including his own accounts.

f) For any transaction involving TH account (except for balance inquiry) service charge of RM1.06 will be charged.

g) The maximum daily withdrawal and transfer of funds per day is in accordance with CASA and/or Al-Awfar Terms and Conditions.

h) Total withdrawal from TH account using the Card are subject to the balance of the funds in the TH account, after taking into account all amounts due to frozen pilgrim registers, and others regulations set by TH.

i) The Cardholder is responsible to update any changes in managing the TH account which is linked to the Card. The Cardholder agrees to update the TH account status of the children who have attained the age of EIGHTEEN (18) years old at any TH branch and thereafter to inform the Bank to remove the TH accounts of such children from the Cardholder list of accounts linked to the Card.

j) Any inquiries / concern related to the Card should be forwarded first to the Bank prior to contacting TH. The related contact numbers to be contacted are:

- **Bank Islam Contact Centre : 03- 26 900 900**
- **Tabung Haji Contact Centre : 03- 6207 1919**

### **23) Others**

a) Legal fees (on solicitor and client basis) and other costs and expenses incurred by the Bank in enforcing any of its rights and entitlement under these Terms and Conditions and the recovery of the monies due and payable by the Cardholder to the Bank;

b) Cardholders shall inform the Bank at 03-26 900 900 for any changes or updates relating to Cardholder's contact details i.e telephone number and billing address to ensure the effectiveness of the alerts and communication pertaining to the Card.