

In consideration of Bank Simpanan Nasional, (“Bank / BSN”) agreeing to make available the facilities offered by the BSN Visa Debit Card (“Card”), to the account holder issued with the Card (“Cardmember”), the Cardmember covenants and agrees hereby to the following terms and conditions below.

**1.0 Definitions and Interpretation**

1.1 In this agreement unless the context otherwise requires:

“Account”	Means the Islamic or conventional savings/current account opened by the Cardmember with the Bank.
“Account Balance”	The available balance in the Account after deducting the purchases of goods and/or services incurred by the Cardmember.
“Adult”	Refer to Cardmember aged 18 years old and above who has Account(s) with the Bank.
“Agreement”	This agreement as may be varied from time to time.
“ATM”	Means an automated teller machine or card operated machine which accepts the Card including but not limited to the machines belonging to the Bank or other participating banks or financial institutions under the MEPS network or Visa Global ATM network.
“ATM Card Transaction”	Means the use of the Card for cash withdrawals and Electronic Transactions or any other card as may be approved by the Bank from time to time.
“Authorised Merchant”	Means any retailer or other person, firm or corporation, its employees, servants or agents which agrees to accept or cause its offices, outlets, shops, stores, business premises and locations to accept the Card when properly presented for payment by the Cardmember.
“Automatic Bill Payment”	Means recurring payments which Cardmember makes utilising the Card for payment of insurances / takaful, bills or other services that the Bank may introduce from time to time.
“Bank / BSN”	Means Bank Simpanan Nasional.
“BSN website”	Means the Bank’s official website that is <a href="http://www.bsn.com.my">www.bsn.com.my</a> .
“BOSS Code”	Means the BSN Online Secure Shopping (BOSS) Code, a one-time password sent to Cardmember’s registered mobile number with BSN via short message service (SMS), which the Cardmember needs to enter to complete each secured online purchase transaction.
“Card”	Means the BSN Visa Debit Card issued by the Bank for the Cardmember’s Account(s) of which the Bank allows the Cardmember to link into and carries the Visa and MyDebit logo that enables the Cardmember to perform a transaction.
“Card Transaction”	Means transaction effected through the use of the Card and shall include but shall not be limited to cash withdrawal, retail purchase, online purchase, fund transfer, payment of bills and any other services as the Bank shall offer or introduce from time to time.
“Cardmember”	Means a customer of the Bank to whom the Card has been issued.
“Card Not Present Transaction”	Refers to the transaction made when the Card is not physically present. This could include but shall not be limited to transactions effected including but not limited to online transaction, mail order and transaction via telephone.
“Contactless Reader”	Refers to a secure reader that is equipped within a POS terminal through which Visa PayWave and/or MyDebit contactless purchases may be made.
“Contactless transaction”	Means a transaction made by tapping/waving the Cardmember’s Card in front of the Contactless Reader and without having to insert or swipe the Card.
“Visa payWave”	Contactless Payment by using Visa payWave platform for retail purchases. Only applicable to selected cards with Contactless logo.
“Direct Debit”	A payment system whereby creditors are authorised to debit a customer’s bank account directly at regular intervals
“Electronic Transaction”	Means a transaction effected by the Card to affect electronic funds transfer at any ATM or POS Terminal.

<b>“E-banking”</b>	A method of banking in which the Cardmember conducts transactions electronically via the internet.
<b>“Held Balance”</b>	Means at any time the total amount estimated by the Bank to be the amount of any and all the Card Transactions effected on the Card, but which have not been debited from the Account.
<b>“MEPS”</b>	Means Malaysian Electronic Payment System Sdn Bhd.
<b>“MyBSN Internet Banking”</b>	Means the Bank’s internet banking website that is <a href="http://www.mybsn.com.my">www.mybsn.com.my</a>
<b>“MyDebit”</b>	A card payment system whereby the Cardmember can perform contact / contactless retail purchases at any authorised POS terminal which displays MyDebit logo.
<b>“Pass Code”</b>	Means a password or code that is used to authenticate the identity of a customer and to authorize a transaction. A pass code may consist of numbers, letters, a combination of both, or a phrase. Examples of pass code include password, BOSS Code, Personal Identification Number (PIN) and/or code generated by a security device.
<b>“PIN”</b>	Means the Personal Identification Number issued to the Cardmember.
<b>“POS”</b>	Means point of sale terminals that permit the debiting of the Card Account for purchase transactions at Authorised Merchants outlets.
<b>“Purchase Limit”</b>	Means the maximum permissible limit set by the Cardmember that can be used /transacted in the respective Authorised Merchant’s outlets.
<b>“Retail Transactions”</b>	Means transactions effected through the use of Card via Visa Network excluding cash withdrawal transactions.
<b>“Sales Slip”</b>	Means receipt issued at the POS by the Authorised Merchant after a transaction.
<b>“Statement”</b>	Refers to the statement of account issued by the Bank reflecting transactions in the Account over a specified period of time.
<b>“Teenager”</b>	Refers to Cardmember aged 13 years until 15 years who has Account(s) with the Bank.
<b>“Ujrah”</b>	Refers to payment of fee as a consideration for services, benefits and privileges offered by BSN to the Cardmembers (for Islamic account only).
<b>“Valid Thru Date”</b>	Refers to the expiry date printed on the Card.
<b>“Withdrawal Limit”</b>	Means the maximum permissible limit and frequency of cash withdrawals set by the Bank.
<b>“Online Purchase”</b>	Form of electronic commerce which allows Cardmember to directly buy goods or services from a merchant over the Internet using a web browser.
<b>“Overseas transactions”</b>	Facilities by using the Card issued by the Bank that allow Cardmembers to purchase goods abroad or to withdraw money at ATMs (Visa Plus) overseas as permitted by the bank to the Cardmember. Overseas transactions also refer to other banking activities, such as money transfers, paying bills, viewing and checking saving/current accounts balances and purchasing financial instrument.

**1.2** Unless otherwise expressly provided:

- (a) Words denoting one gender include all other genders and words denoting the singular include the plural and viceversa;
- (b) Words denoting persons shall also include their respective heirs, personal representatives and successors in title or permitted assigns;
- (c) Any reference to a sub clause, clause or party is to the relevant sub clause, clause or party of and to this Agreement and includes all amendments and modifications made to this Agreement from time to time in force;
- (d) Any reference to a statutory provision includes any modification, consolidation or re-enactments for the time being in force and all statutory instruments or orders made pursuant thereto;
- (e) The word “Ringgit Malaysia” and the abbreviation “RM” means the lawful currency of Malaysia;
- (f) Any reference to a “Business Day” is to a day on which the Bank is open for business in Kuala Lumpur;
- (g) If any period of time falls on a day, which is not a Business Day, then that period is to be deemed to only expire on the next business day;
- (h) The headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

## **2.0 APPLICATION AND ACCEPTANCE OF THE CARD**

- 2.1** The customers of the Bank may, upon opening an Account and upon making an application at any of the Bank's branches in Malaysia, be issued with the Card. By signing the Card's application form, the Cardmember acknowledges that the acceptance of the Card constitutes a binding and conclusive evidence that the Cardmember shall be bound by this Agreement.
- 2.2** The Bank shall be entitled at its sole and absolute discretion to approve or reject any application for the Card.

## **3.0 USE OF THE CARD**

- 3.1** Upon receipt of the Card, the Cardmember shall thereafter validate the Card for use by signing on the signature panel at the back of the Card. The Cardmember will be required to key in the PIN number. Refer to clause 3.21.
- 3.2** By using the Card, the Cardmember agrees to be fully bound by the terms and conditions herein set out (as may be varied by the Bank from time to time by giving notice of twenty-one (21) calendar days).
- 3.3** The Cardmember shall comply with all requirements, instructions and guidelines regarding use of the Card issued by the Bank from time to time in respect of all services rendered to the Cardmember.
- 3.4** The Card is a debit card for which the Account Balance will be debited when Card Transaction is made through the use of the Card. The Cardmember is responsible to ensure that there is sufficient cash balance in the Account prior to using the Card. Where the Bank in its absolute discretion, allows any amount in the Account to be overdrawn for whatsoever reason, the Cardmember shall pay on demand by the Bank such amount overdrawn.
- 3.5** The Card can be used to purchase goods and services in Malaysia and overseas at all Visa and MyDebit participating merchants or outlets. Such purchases are subject to the balance available in the Cardmember's Account and subject to the daily Purchase Limit as stated in the Product Disclosure Sheet of BSN Visa Debit Card or in the Bank's website. The Card's daily Purchase Limit can be changed anytime by the Cardmember via the Bank's ATM or myBSN internet banking or over the counter or any other means determined by the Bank in the future.
- 3.6** The Cardmember agrees that the Bank may debit the Account for all Transactions effected in any of the following manner:
- (a) When the Card is used with or without PIN in conjunction with any reader or POS terminal.
  - (b) When the Card with "MyDebit" Contactless or "Visa payWave" feature is presented to a Merchant, by tapping or waving the Card at a contactless reader/terminal ("Contactless Transaction Processing").
  - (c) When details of the Card are provided to a supplier of goods and services in a manner acceptable to the Bank, for example over the phone, online banking or mail order.
  - (d) When the Cardmember has authorised Transactions under recurring payment or standing instructions.
- 3.7** The Cardmember may also use the Card to make purchases through a MyDebit/Visa payWave up to a maximum RM250 per transaction for Adult Account, RM200 for Teenager Account and no PIN is required. However, for transaction above RM 250, PIN is required for the processing of your transaction.
- 3.8** The Cardmember may use the Card in Malaysia at any of BSN's ATMs or at any other ATMs that display MEPS logo for the withdrawal of cash from the Account. In addition, the Cardmember may use the Card for withdrawal of cash outside of Malaysia at any ATMs that display Visa or Visa Plus logo.
- 3.9** Cash withdrawals transaction through ATM can be performed subject to Withdrawal Limit as stated in the Product Disclosure Sheet or in the Bank's website.
- 3.10** The Bank reserves the right to amend or vary the Purchase Limits or Withdrawal Limits at any time and a written notice of such amendment or variation will be communicated to Cardmember in any form or method as the Bank may prescribe.
- 3.11** The Cardmember shall observe all security measures prescribed by the Bank relating to his/her Card, Access Number or PIN or the Services provided and at no time and under no circumstances shall the Cardmember reveal his/her PIN to anyone including the Bank's staff. If the PIN is exposed or suspected to be exposed to another person, the Cardmember shall immediately inform the Bank and change the PIN number at any BSN ATM machine or branches.

- 3.12** The Cardmember shall not allow or empower any third party to use his/her Card and shall not transfer or relinquish control or ownership of the Card or use it for purposes which is not allowed transaction by the Bank.
- 3.13** The Cardmember is responsible for ensuring sufficient funds in the account before effecting the transaction.
- 3.14** The Cardmember is responsible to check transaction history from time to time via myBSN Internet Banking to ensure transactions performed are correct and notify the Bank in writing within fourteen (14) calendar days from the transaction date if there are any errors or omissions. If not, the transaction will be considered accurate.
- 3.15** The Cardmember is responsible to notify the Bank immediately for any unauthorised transaction upon receiving short message service (SMS) transaction alert sent by the Bank.
- 3.16** The Bank reserves the right to suspend customer account in the event that the Bank identified the customer misused the account for auto-billings transaction i.e. multiple declined transactions due to insufficient funds.
- 3.17 LIABILITY FOR UNAUTHORISED TRANSACTION**
- 3.17.1 The Cardmember shall be held liable for losses arising from an **E-banking, Direct Debit or Card Not Present Transaction** if:
- (a) The Bank can prove on a balance of probabilities that the Cardmember has acted fraudulently to carry out the following obligations as informed by the Bank to the Cardmember:
    - i. Deliberately or not deliberately disclosing the Debit Card details and BOSS Code to any other person, including but not limited to, via unsolicited emails or on any website other than the official website of the Bank; and/or
    - ii. Reporting a breach of the security of a pass code, BOSS Code or the loss of a security device to the Bank as soon as reasonably practicable, upon the Cardmember becoming aware of the breach or loss respectively; and/or
    - iii. Information obtained from the acquirer indicates there is direct and/or indirect participation of the Cardmember with respect to the disputed transaction.
  - (b) The Cardmember has failed to carry out the obligation to report any unauthorised transaction to the Bank as soon as reasonably practicable, upon Cardmember becoming aware of the unauthorised transaction.
- 3.17.2 The Cardmember shall be held liable for losses arising from unauthorised transaction that need PIN verification if:
- (a) The Bank can prove on a balance of probabilities that the Cardmember has acted fraudulently.
  - (b) The Cardmember has failed to carry out the obligation to report any unauthorised transaction to the Bank as soon as reasonably practicable, upon Cardmember becoming aware of the unauthorised transaction.
  - (c) Deliberately or not deliberately disclosing the PIN to any other person.
  - (d) The Cardmember keep any written record of a PIN on, with or near to the stolen Debit Card.
- 3.17.3 The Cardmember shall be held liable for losses arising from unauthorised transaction that need signature verification or contactless transaction if:
- (a) The Bank can prove on a balance of probabilities that the Cardmember has acted fraudulently;
  - (b) The Cardmember has failed to carry out the obligation to report any unauthorised transaction to the Bank as soon as reasonably practicable, upon Cardmember becoming aware of the unauthorised transaction;
  - (c) The Cardmember leave the Debit Card unattended at any place that can be accessed by the other parties; and/or
  - (d) The Cardmember allow the third party to use the Debit Card.
- 3.18** For petrol transactions at Outdoor Payment Terminal, the Bank will charge a pre-authorization amount of RM200 (subject to any changes in the future) to the Cardmember's Account. Within three (3) working days from the actual transaction date and upon settlement by the merchant, the pre-authorization amount will be reversed and the actual transaction amount will be charged to the Cardmember's Account. Alternatively, Cardmember shall use Indoor Payment Terminal (IPT) to avoid any pre-authorized charge.

- 3.19** Notwithstanding any other Terms and Conditions to the contrary herein set out, the Bank may at its sole and absolute discretion at any point of time reject any transactions at POS terminal and/or terminate the Card immediately without any liability on the Bank upon the occurrence of any one of the following events:
- (a) The Cardmember use the card as payment for or in connection with any illegal / unlawful purchases or activity; or
  - (b) Use the card to engage in an internet gambling transaction done by the Cardmember (applicable for Islamic account); or
  - (c) Use the card as payment for non-shariah approved transaction (applicable for Islamic account).

**3.20 SELECTION / ISSUE OF PIN (PERSONAL IDENTIFICATION NUMBER)**

- 3.20.1 When the Card is issued or replaced by the Bank, Cardmember is required to select the PIN of the Cardmember's choice upon collection at BSN Branch and the PIN is permanent. However, at any time, the Cardmember's may change their PIN at any BSN ATMs or use special terminals located at BSN branches. If the record of the PIN is lost or stolen, the Cardmember can select a new PIN at any BSN branches.
- 3.20.2 The Cardmember is fully responsible for the safe keeping of the PIN and it should not be exposed to any parties in any situation or kept in a form that is easily accessible by anyone else. The Cardmember must take precautionary measures to prevent security breaches such as but not limited to not writing the PIN on the Card or keeping it together with the Card, or changing the PIN to a number which may be easily guessed such as date of birth, identity card number, or mobile number. The Cardmember shall not at any time disclose the PIN to anyone including the Bank's staff or any person or in any emails or on other websites under any circumstances or by any means whether voluntarily or otherwise.

**3.21 TRANSACTIONS AT POS TERMINAL / CONTACTLESS / VISA PAYWAVE**

- 3.21.1 The Cardmember is required to authenticate the purchases at Authorised Merchants outlets in Malaysia using the Cardmember's 6-digit Card PIN at the POS terminal.
- (a) The merchant will insert the Card into the card reader or Point of Sale (POS) terminal and enter the amount to be paid by the Cardmember.
  - (b) The POS terminal will prompt for a PIN, which will be the Cardmember's 6-digit Card PIN.
  - (c) The Cardmember will be required to enter his/her Card PIN at the POS terminal.
  - (d) The merchant will hand over a copy of the sales slip along with the Card to the Cardmember.
  - (e) However, if a PIN is not generated during a purchase with the Card at any reader or Point of Sale (POS) terminal for the transaction to be approved or completed, the Cardmember's signature is required on the transaction sales slip by the Merchant attending the reader/terminal.
- 3.21.2 The Cardmembers also can use the Card for "My Debit Contactless/Visa payWave" transactions at MyDebit Contactless reader or Visa payWave terminal for payment by waving the Debit card at the contactless reader.
- (a) PIN entry is required if the Cardmember's transaction exceed the limit of RM250 at MyDebit Contactless or Visa payWave terminal.
  - (b) The transaction at MyDebit Contactless / Visa payWave terminal will be declined if the expenses exceed the accumulated amount set by Bank in order to protect its customer. The limits is dynamic according to the latest fraud trend.
  - (c) If the contactless / Visa payWave transaction exceeds the accumulated limit for payWave set by the Bank, the Cardmember can still make purchases with Chip and PIN.
  - (d) Contactless/ Visa payWave transactions are subject to the renewal of such Card in clause 3.8.
  - (e) The Cardmember is allowed to set the accumulative purchase limit on his/her own or deactivate this function by restricting to RM"0" at any nearest BSN branches.
- 3.21.3 The Cardmember shall ensure that the transaction amount is correct before the Cardmember performs any contactless transaction or enter the Cardmember's PIN or sign any sales slip / transaction records given to the Cardmember by merchants or financial institutions. By entering the Cardmember's PIN or signing a sales slip or transaction record or otherwise using the Card at a POS terminal, the Cardmember indicates the Cardmember's agreement that the transaction amount is correct.

- 3.22** Subject to clause 3.6 (d), any transactions authorised by the Cardmember under recurring payment or standing instruction (scheduled or otherwise) through any billing channel subscription or payment arrangement between the Cardmember and merchant, the Cardmember agrees to the following terms:
- (a) The Bank shall debit the Account accordingly and shall continue to do so as long as the payment arrangement between the Cardmember and the merchant is not terminated. For the avoidance of doubt, a reissuance or renewal of the Card with the same Card Number will not invalidate Transactions under Clause 3.6 (d).
  - (b) In the event the Debit Card is replaced with a new card number due to loss/theft, the Cardmember shall be responsible to update Card details under the Cardmember's billing channel subscription or payment arrangement with any merchant to avoid transaction being rejected.
- 3.23** Notwithstanding that there is sufficient balance available in the Account, the Bank is entitled, at any time in its absolute discretion and without giving prior notice or reason, to refuse to approve any proposed transaction if:
- (a) The Bank has reason to suspect that the proposed Transaction is not authorized;
  - (b) It is necessary to ensure compliance with the Bank's obligations relating to money laundering, prevention of crime, fraud, terrorism financing, corruption, tax evasion, and economic or trade sanctions.

**3.24 CARD VALIDITY AND EXPIRY**

The Card can only be used until the Valid Thru Date shown on the Card. The Cardmember must ensure that as soon as the Card expires, it is destroyed by cutting across the magnetic stripe and the chip on the card.

- 3.25** Debit Card is no longer available for usage once it has been canceled, expired or if Cardmember is no longer the Bank's customer.

**3.26 CARD RENEWAL/ RE ISSUANCE /REPLACEMENT**

- (a) Subject to Clause 3.23, the Cardmember hereby authorizes the Bank at its sole discretion to issue a new Card with a new Valid Thru Date upon expiry of the old Card.
- (b) The Bank shall be entitled in its discretion to replace or re-issue a Card at any time due to loss, theft, damage or conversion of the Card's features or benefits.
- (c) Any replacement or re-issuance of the Card shall not be considered as termination of this Agreement or closing of the Account.

**4.0 POSSESSION OF THE CARD**

- 4.1** The Card shall remain the property of the Bank at all times. The Card shall be used exclusively by the Cardmember. The Cardmember shall not transfer or otherwise part with the control or possession of the Card for any use or purpose unauthorised by the Bank. The Card shall not be pledged as security for any purpose whatsoever.
- 4.2** The Cardmember shall use all reasonable precautions and diligence to prevent the loss or theft of the Card or disclosure of the PIN and/or BOSS Code to any unauthorised person. In the event of loss and/ or theft of the Card and/ or disclosure of the PIN and/or BOSS Code to any unauthorised person. The Cardmember shall immediately upon the discovery of such event notify the Bank (if such event occurs in Malaysia) or any member of Visa International (if such event occurs overseas).
- 4.3** In the event of loss/ theft as per clause 4.2 above and if subsequent to the loss/ theft, the Card is used by an unauthorised person, the Cardmember shall be liable to the Bank for all unauthorised charges incurred through the use of the Card by the said unauthorised person until the date of receipt by the Bank of the Cardmember's written notification specified under clause 4.2 above. If investigation discloses that the Cardmember is involved in the incurring of any unauthorised charges as per clause 3.18 above, the Cardmember shall be liable for all the unauthorised charges incurred, whether before or after the Bank's receipt of such written confirmation. After written notification is received, provided the Cardmember has not acted fraudulently or has not failed to inform the Bank as soon as reasonably practicable after having found that the Card is lost or stolen; the Cardmember will be exempted from the liability for unauthorised transaction.
- 4.4** The Bank may, at the request of the Cardmember but without being obliged in law, replace the lost or stolen Card upon payment of a fee. The replacement Card shall be subject to the terms and conditions herein as if it was the original Card. The Cardmember shall return the Card to the Bank immediately upon its expiry or on demand by the Bank upon its cancellation, revocation or suspension by the Bank or upon discovery of the Card after notification of its loss, and shall not have any further right to use the Card.

## **5.0 OVERSEAS TRANSACTION**

- 5.1 Cardmember may use the Card outside of Malaysia with the authorised merchants and at ATMs.
- 5.2 The overseas transaction function is automatically disabled and can be activated upon the request by the Cardmember.
- 5.3 To avoid interruption of Card usage, Cardmember must inform the Bank to enable overseas transactions prior to traveling abroad as in Clause 5.6. Once activated, Cardmember can use the Card for retail purchases or cash withdrawal from any ATM overseas that bears Visa PLUS logo.
- 5.4 If the Cardmember use the Card outside Malaysia, the transactions shall be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such exchange rate and at such time as may be determined by Visa International at its absolute discretion.
- 5.5 The Cardmember are advised to be aware of the unauthorised transaction risks if the Cardmember activates the Overseas Function. The Bank would default block any Cardmember from making any overseas transaction using the Card.
- 5.6 The activation and deactivation can be done through BSN ATM, myBSN Internet Banking, BSN Contact Centre or at any BSN branch.

## **6.0 INTERNET BANKING / ONLINE PURCHASES**

- 6.1 The Bank will allow the Cardmember to use the Card for online purchases and the Cardmember is advised to surf at a secure website for any online purchase / internet banking.
- 6.2 The unsecured online purchases function is automatically disabled and will be activated upon request by the Cardmember.
- 6.3 To avoid disruption during online purchases, the Cardmember is advised to activate the unsecured online purchases function as per clause 6.6 before using the Debit Card to buy goods and services via internet or portal sites which are not participating in the 3D Secure system.
- 6.4 For secured online transaction, the Cardmember will be automatically enrolled into BSN Online Secure Shopping to enable the Cardmember to perform online transaction safely. Cardmember is required to enter the BOSS Code to complete the online transaction for any amount. If the Cardmember uses the Card to purchase goods and / or services online via the internet site or portal authentication methods without the BOSS Code, the Cardmember will be solely responsible for the security of such use at all times and liable for all transaction charges.
- 6.5 The Cardmember are advised to be aware of the unauthorised transaction risks if the Cardmember activates the unsecured online purchase function.
- 6.6 The activation and deactivation of the unsecured online purchase function can be done through BSN ATM, myBSN Internet Banking, BSN Contact Centre or at any BSN Branch.

## **7.0 TOLL-RELATED TRANSACTION**

- 7.1 The Card is auto enabled to pay for toll-related transactions by tapping the Card on the payment terminal.
- 7.2 The Cardmember is responsible for always ensuring sufficient funds in the Cardmember's Account before making toll-related transaction.
- 7.3 The Cardmember fully agrees that toll payments will be initiated by Touch n' Go Group with delayed payment authorization, potentially resulting in differences between the toll charges' date and time and the actual transaction date and time.
- 7.4 If the Cardmember uses the Card and passes through the toll successfully, but subsequently the Account does not have sufficient funds, the Bank has the right to demand from the Cardmember the amount incurred for toll payment by debiting the Cardmember's Account.

## **8.0 STATEMENT**

- 8.1 The Cardmember may view the Cardmember's Account Statement via myBSN Internet Banking (e-statement) or at any time may request hardcopy Statement at any Bank branches.

- 8.2** Retail Retail purchases made by the Cardmember shall be described as SALES DEBIT in Cardmember's Account Statement.
- 8.3** The Cardmember may request for the transaction details by contacting BSN Contact Centre at 1300-88-1900.
- 8.4** The records and entries in the Account as appearing in the monthly Statement shall be deemed to be correct and binding on the Cardmember unless written notice to the contrary is given to the Bank by the Cardmember within fourteen (14) calendar days from the Statement date.

**9.0 MINIMUM BALANCE**

- 9.1** The Bank may set a minimum balance to be maintained in the Account of which the said minimum balance may vary from one Account type to another. The minimum balance shall be subject to change from time to time upon notification to the Account holder.
- 9.2** In the event any requests for Card Transactions exceed the minimum balance in the Account, the said transaction shall be declined due to insufficient fund in the Account.

**10.0 HELD BALANCE**

- 10.1** The Bank may assign a Held Balance for the purpose of any Card Transaction proposed to be effected on the Card. The amount of such Held Balance and period that such Held Balance may be maintained shall be determined by the Bank at its absolute discretion.
- 10.2** The Bank shall debit the Held Balance (or any part thereof) to the Account when the corresponding Card Transactions are presented to the Bank for payment. The Bank shall release the Held Balance (or any part thereof) if the corresponding Card Transactions are not presented to the Bank for payment within such periods as the Bank deems fit from time to time. The amount of Held Balance debited into the Account is free from interest or profit to be earned from the Account.
- 10.3** The balance available to the Cardmember for use in the Account shall be reduced by the Held Balance.
- 10.4** The Cardmember further expressly agrees that the Bank shall have the right to place a hold back on the Account and to debit the Account for any Card Transactions that are presented to the Bank after such periods of the Held Balance.

**11.0 BANK'S DISCRETION**

- 11.1** The Bank is entitled, at any time in its absolute discretion by giving reasonable prior notice to the Cardmember to refuse or to approve any proposed Card Transaction notwithstanding that the Current Balance available in the Cardmember's Account allows for any such proposed Card Transaction upon the occurrence of any of the followings:
- (a) If the Cardmember breaches or threatens to breach any of the terms and conditions of this Agreement; or
  - (b) If the Bank believes that the transaction occurred is highly suspicious or suspected to be a fraudulent transaction.

**12.0 TERMINATION**

- 12.1** The Cardmember may terminate the use of the Card by giving the Bank written notice of termination and returning to the Bank the Card cut in half, whereupon the use of the Card will be terminated.
- 12.2** If the use of the Card is terminated by the Bank for any reason, the Cardmember shall forthwith return the Card to the Bank.

**13.0 EXCLUSION OF LIABILITY**

- 13.1** The Bank shall not be responsible for the refusal of any merchant or member institution of Visa to honour or accept the Card or for any defect or deficiency in goods or services supplied to the Cardmember or any other parties by any merchant. Any complaint by the Cardmember must be resolved directly with the merchant and member institution of Visa concerned and no claim against the merchant or member institution of Visa maybe set off and counter claimed against the Bank.
- 13.2** The Bank shall not for any reason whatsoever be liable for damages suffered for loss incurred by the Cardmember under any circumstances whether or not such circumstances relate or arise out of this



Agreement including but not limited to non-acceptance for any reason whatsoever of the Card by any merchant, person or body, rejection of the Card by ATMs other than the Bank's (subject to such rejection by the Bank's ATM is not due to the Cardmember's negligence wrongful act or omission) non-renewal, restriction or cancellation of facilities or under any circumstances wherein the Bank shall be obliged to act reasonably to protect its rights under the provisions of this Agreement.

- 13.3** The Bank is not liable if it is unable to perform its obligations under the Agreement due, directly or indirectly, to any industrial dispute, war, act of god or anything outside the control of the Bank, its servants or agents.
- 13.4** The Bank shall not be liable in any way for any injury to the character and reputation of the Cardmember in and about any repossession of the Card or any request for its return.
- 13.5** The Bank shall not be liable in any way to the Cardmember for any inconvenience, loss damage or embarrassment of any nature due to or arising from any denial of the proposed transaction.
- 13.6** Cardmember shall not assign the Cardmember's rights and obligations under this Agreement.

#### **14.0 FEES AND CHARGES**

- 14.1** The Bank shall be entitled to impose fees and charges (based on Ujrah for Islamic accounts only) for the services including for issuance of Card, the hardcopy monthly Statement, replacement of Card fee, cash withdrawal fee via MEPS network, Visa Network terminals and International Banks and annual fees. The Bank reserves the absolute right to impose additional charges and/or vary such Fees and Charges by giving twenty one (21) days prior notice. Such notice shall be communicated to the Cardmember in writing or electronically or via advertisement displayed at the Bank's websites or via any other mode which the Bank deems fit. For the purpose of collecting such Fees and Charges, the Cardmember agrees to authorize the Bank to debit the Account or any other account that the Cardmember maintains with the Bank with such Fees and Charges notwithstanding that such debiting may cause the Account or any other account of the Cardmember to be overdrawn. The following Fees and Charges are imposed at the following rate:

Items	Fees/Charges
<p><b>Annual Fee</b></p> <p>a. BSN GIRO/-i</p> <p style="padding-left: 20px;">i. Adult</p> <p style="padding-left: 20px;">ii. Teenager</p> <p style="padding-left: 20px;">iii. Biasiswa</p> <p>b. BSN GIRO/-i eSaver</p> <p>c. BSN Basic Saving/i</p> <p>d. BSN GIRO/-i Premium</p> <p><i>Note: Annual fee is chargeable on a yearly basis during the card's anniversary date. Annual Fee will not be imposed to the Cardmember on the year the card is issued.</i></p>	<p>a. As below</p> <p style="padding-left: 20px;">i. RM8</p> <p style="padding-left: 20px;">ii. RM5</p> <p style="padding-left: 20px;">iii. RM1</p> <p>b. Waived</p> <p>c. Waived</p> <p>d. RM8</p>
<p><b>New Card Issuance</b></p> <p>a. BSN GIRO/i</p> <p style="padding-left: 20px;">i. Adult</p> <p style="padding-left: 20px;">ii. Teenager</p> <p style="padding-left: 20px;">iii. Biasiswa</p> <p>b. BSN GIRO/-i eSaver</p> <p>c. BSN Basic Saving/-i</p> <p>d. BSN GIRO/-i Premium</p>	<p>a. As below</p> <p style="padding-left: 20px;">i. RM12</p> <p style="padding-left: 20px;">ii. RM5</p> <p style="padding-left: 20px;">iii. RM5</p> <p>b. RM12</p> <p>c. RM12</p> <p>d. RM12</p>
<b>Renewal Card</b>	Waived
<b>Conversion/Upgrade Card</b>	Waived

Items	Fees/Charges
From ATM Card or BSN Matrix Visa Electron Debit Card or BSN BATMAN Visa Debit Card or any others BSN Debit Card to BSN Visa Debit Card (PIN & PAY).	
<b>Card Replacement Fee</b> For damaged Debit Card due to Cardmembers' fault, lost and stolen	RM12
Card Chip Damaged	Waived
<b>ATM Cash Withdrawal</b> <b>Domestic</b> <ul style="list-style-type: none"> <li>▪ BSN ATM</li> <li>▪ Other Local Bank's ATM via MEPS</li> <li>▪ Other Foreign Bank's ATM via MEPS</li> </ul> <b>International</b> <ul style="list-style-type: none"> <li>▪ ATM Network via VISA PLUS</li> </ul>	Waived RM1/withdrawal RM1/withdrawal  RM12/withdrawal
<b>ATM Balance Enquiry</b>	Waived
<b>Transaction History</b> (latest 2 months) Internet Banking <a href="http://www.mybsn.com.my">www.mybsn.com.my</a>	Waived
<b>Fund Transfer via ATM to MEPS member banks</b>	RM0.50 per transaction
<b>Sales Slip Retrieval Request Fee</b>	RM15 per copy
<b>MyDebit Cash Out Fee</b> (Effective 1 July 2022)	RM0.50 per transaction at any selected MyDebit participating merchants/retailers.  (Maximum withdrawal limit is RM500 per transaction)
<b>Conversion Fee for Overseas Transaction</b>	As per conversion rate determined by VISA plus any transaction fee charged by VISA (equivalent to 1%)

*Note: All Fees and Charges imposed on the Cardmember's BSN Visa Debit Card are subjected to any taxes imposed or will be imposed by the Government of Malaysia or any other competent authority in Malaysia based on the prevailing rate.*

- 14.2** Annual Fee is chargeable to the Cardmember on a yearly basis during the Card's anniversary date and will not be imposed on the same year the Card is being issued to the Cardmember. The Bank has the right to vary the method of charging the annual fee from time to time by giving twenty one (21) calendar days' notice to the Cardmember.
- 14.3** The replacement of the Card shall be subject to the terms and conditions herein as if it was the original Card.

## **15.0 CHARGEBACK**

- 15.1** The Bank shall not be held liable for any act or omission by any retail or online merchant howsoever caused, including but not limited to any refusal to accept the Card or any statement or other communication made in connection therewith, or any defect or deficiency in goods or services. The Cardmember must liaise directly with the Authorised Merchant on any claim or dispute and will not dispute any payment made by the Bank from the Cardmember's Account on such claims or disputes.
- 15.2** In some circumstances, card scheme rules allow the Cardmember to charge a transaction back to the merchant with whom the transaction was made either in full or partial amount (if the chargeback right is available) subject to a complaint or dispute made to the Bank by the Cardmember in writing within **fourteen (14)** calendar days from the transaction date and the Cardmember has provided the necessary information requested by the Bank to support the chargeback within the requested timeframe.
- 15.3** Notwithstanding and without prejudice to the generality of the clauses in these terms and conditions, the Cardmember shall expressly agree that the use of the Card is at his/her own risk and shall assume all risks incidental to or arising out of the use of the Card.

## **16.0 MISCELLANEOUS**

### **16.1 LAW**

This Agreement between the Bank and Cardmember shall be governed by the laws of Malaysia wherever the transaction takes place.

### **16.2 TIME**

Time whenever mentioned shall be of the essence of this Agreement.

### **16.3 WAIVER**

Notwithstanding any provision to the contrary, no failure or delay on the part of the Bank in exercising any rights and entitlement under this Agreement shall be construed as a waiver and shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card by the Bank or termination of this Agreement.

### **16.4 PRESERVATION OF RIGHTS AND ENTITLEMENT**

Notwithstanding anything in this Agreement the Bank's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, or any suspension of the Card by the Bank.

### **16.5 VARIATION**

The Cardmember agrees that the Bank shall be at liberty to vary, add to or amend the terms and conditions herein set out by notification to the Cardmember at least twenty one (21) days prior to such variation, addition or amendment. In the event the Cardmember shall not be agreeable to such variation, addition and/or amendment, the Cardmember shall surrender the Card and return to the Bank cut in half, failing which the Cardmember shall be deemed to have accepted such variation, addition and/or amendment.

### **16.6 DISCLOSURE OF INFORMATION AND PERSONAL DATA**

The Cardmember consents and authorizes the Bank to collect, process, disclose, transfer, maintain, store and retain the Cardmember's Personal Data in accordance to Personal Data Protection Act 2010 (PDPA). Personal Data under this Clause has the same meaning given under the PDPA ("Personal Data").

The Bank shall be entitled to disclose and the Cardmember hereby authorizes the Bank and/ or its officers to make use or disclose, divulge or reveal any information relating to the Cardmember and his/her Account, the Cardmember's affairs, the facilities and/or any account whether under this Agreement or otherwise which the Cardmember may have with the Bank pursuant to Development Financial Institution Act 2002 and Personal Data of the Cardmember including but not limited address, telephone number or email address, in such manner and to such extent as the Bank may at its sole and absolute discretion deem fit:

- 16.6.1 To any merchant, any Bank or financial institution or Visa international for the purpose of processing of any transaction effected through the use of the Card or any investigation of whatsoever nature to be made;
- 16.6.2 For or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the Cardmember to the Bank under this Agreement;
- 16.6.3 To any authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over the Bank; and
- 16.6.4 To any other party whatsoever as the Bank may for any request made in relation to regulatory requirement.

The Cardmember hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Policy which is accessible at the Bank's website at [www.bsn.com.my](http://www.bsn.com.my). In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.

The Cardmember acknowledges that the Cardmember has the right to withdraw the consent given earlier according to the process as stated in the Privacy Policy. However, the withdrawal of the Cardmember's consent may affect the services provided by the Bank to the Cardmember. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility(ies) that is/are linked with such information by giving notice to the Cardmember.

**16.7 WARNING STATEMENT FOR FALSE CLAIM**

Any fraudulent claim or attempt thereof shall not be tolerated. The Bank shall refer the matter to the authorities and shall have right to commence legal proceedings against the Cardmember.

**16.8 NOTICES**

16.8.1 The Cardmember shall inform the Bank in writing of any change of address and/ or employment or business.

16.8.2 Any correspondence or notice to the Cardmember may be delivered by hand or sent by prepaid post to the Cardmember's address stated in the Bank's Card Application Form or to such other address notified by the Cardmember to the Bank from time to time or through the Bank's website or announced in public media or those posted at the branches and shall be deemed to have been duly received by the Cardmember within three (3) business days of posting. Any failure on the part of the Cardmember to notify the Bank of any change of his address resulting in the delay of any correspondence or notice shall not prejudice the Bank's rights and entitlement under this Agreement.

**16.9 SERVICE OF LEGAL PROCESS**

The parties hereby agree that the service of any notice in respect of any claim arising out of or connected with the Agreement may be effected by forwarding a copy of the same by post to the Cardmember's last known address stated in the Account Application Form or to such other addresses notified by the Cardmember to the Bank from time to time and shall be deemed to have been served at the time of posting of the Notice and in proving delivery it shall be sufficient to prove that the same was properly addressed and put in the post despite any evidence to the contrary.

**16.10 SEVERABILITY**

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way affected or become impaired.

**16.11 IMPLIED TERMS**

Without prejudice to Clause 15.5, this Agreement embodies the entire understanding of the Parties and there are no provisions, terms, conditions, or obligations, oral or written, expressed or implied, other than those contained herein.

**16.12 SUPERSEEDING AGREEMENT**

All previous agreements or arrangements, if any, made between the Bank and the Cardmember, written or verbal, are hereby cancelled and superseded by this Agreement.

**16.13 INDEMNITY**

The Cardmember shall indemnify and keep the Bank fully indemnified against all claims, demands, actions, proceedings, losses, damages, costs and expenses of any nature (including legal costs on reason of or in connection with this Agreement, including without limitation.

- (a) Any misuse of the Card; and/or
- (b) Breach of any provision of this Agreement on the part of Cardmember; and/or
- (c) The enforcement or protection of the Bank's rights and remedies against the Cardmember under this Agreement; and/or
- (d) Any change in any law, regulation or official directive which may have an effect on the Account, Card and/or this Agreement.

**16.14 RIGHT TO SET OFF AND CONSOLIDATION**

Save and except for the Fees and Charges stated under Clause 13.1, the Bank may by written notice and/or any other form of notification to the Cardmember within seven (7) days in advance combine or consolidate all or any of the Cardmember's accounts with the Bank to set off or transfer any other monies standing to the credit of the Cardmember's account with the Bank of whatever description and wherever located towards the reduction and/or discharge of any sum due to the Bank under this Agreement.

The information provided in this Terms and Conditions is valid starting May 2024.