

**SPECIFIC TERMS & CONDITIONS FOR  
HOMELINK & PROPERTYLINK  
INVESTMENT ACCOUNT-i  
(Effective Date: 12.2019)**



Your Bank. Malaysia's Bank. AmBank Islamic.

**IMPORTANT/DISCLAIMER  
THIS IS AN INVESTMENT ACCOUNT PRODUCT THAT IS TIED TO THE PERFORMANCE  
OF UNDERLYING ASSETS, AND IS NOT A DEPOSIT PRODUCT.**

These are Specific Terms and Conditions applicable for HomeLink and PropertyLink Investment Account-i based on the Shariah principle of Wakalah bi al-istithmar provided by AmBank Islamic Berhad (Company No. 295576-U). These Specific Terms and Conditions shall be read together with the General Terms and Conditions for Accounts and Services. All definitions used in the General Terms and Conditions shall have the same meaning when used in these Specific Terms and Conditions unless specified otherwise.

1.0	<b>Definitions and Construction</b>
1.1	<p>In this Specific Terms and Conditions, the following words shall have the meanings stated thereto:</p> <p>“The Bank” means AmBank Islamic Berhad (Company No. 295576-U), a company incorporated in Malaysia under the Companies Act 2016 and having its registered address at Level 22, Bangunan AmBank Group, No. 55 Jalan Raja Chulan, 50200 Kuala Lumpur and includes its predecessors-in-title, successors-in-title and assigns.</p> <p>“HomeLink-i / PropertyLink-i” means the HomeLink / PropertyLink Investment Account-i opened and maintained with the Bank subject to these Specific Terms &amp; Conditions. The account(s) is linked to a home / property financing facility for the purpose of reducing the principal balance for profit calculation in the financing facility.</p> <p>“HomeLink / PropertyLink Financing-i” or “the Facility” means the financing facility granted by the Bank to IAH for the purchases of residential / commercial properties which is linked to an IA-i.</p> <p>“IAH” means the Bank’s Investment Accountholder whose application for the HomeLink-i / PropertyLink-i has been accepted and maintained with the Bank.</p> <p>“Investment Account-i” or “IA-i” means a transactional investment account under which money is paid and accepted for the purpose of investment, including for the provision of finance, in accordance with Shariah on terms that there is no express or implied obligation to repay the money in full. It is a demand based account that provides IAH with Payment Multi-Purpose Card (“PMPC”) and a chequebook facility.</p> <p>“Taxes” means any taxes, including but not limited to goods and services tax, value added tax, consumption tax, consumer tax, indirect tax, service tax, duties, levies and other taxes which may now be or hereafter imposed by the Government of Malaysia.</p>
2.0	<b>Shariah Principle of Wakalah bi al-istithmar</b>
2.1	<p>“Wakalah bi al-istithmar” refers to an arrangement whereby the IAH (principal / muwakkil) appoints the Bank as an agent (wakil) for the purpose of investment. The Bank as wakil shall not be liable to compensate losses except losses due to its own misconduct, negligence or breach of specified terms. Information on how the investment transaction is carried out is contained in Clause 5 of these Specific Terms and Conditions.</p>
3.0	<b>Objectives and Strategies</b>
3.1	The HomeLink-i / PropertyLink-i aims to provide the IAH with steady flow of income by investing in low risk investments.
3.2	The amount invested by the IAH will among others be invested by the Bank into interbank placements that the Bank deems appropriate. The Bank may however change the investment strategy if the Bank decides that it will be in the best interest of the IAH to do so in order to achieve the investment objectives.
3.3	As the HomeLink-i / PropertyLink-i is matched with interbank placement, for which a real-time value is always available, a separate valuation of the assets is not required.
4.0	<b>Operation of HomeLink-i/PropertyLink-i and HomeLink/PropertyLink Financing-i</b>
4.1	<p>The following shall apply to the HomeLink-i / Property Link-i:</p> <p>(a) The HomeLink-i / PropertyLink-i must be opened with an initial amount of minimum investment as prescribed by the Bank from time to time.</p> <p>(b) The HomeLink-i / PropertyLink-i has no minimum or maximum investment period.</p> <p>(c) The account opening is subject to the Bank’s requirements and the Bank shall have the discretion to refuse such opening in the event such requirement(s) is not met.</p> <p>(d) Withdrawal from HomeLink-i / PropertyLink-i can be done via PMPC or cheque book. The Bank’s rules applicable to such PMPC or cheque book withdrawal, including the Bank’s right to freeze the account or suspend such withdrawals; refuse</p>

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4.2	<p>access to funds therein; decline to act on any instructions; or take any such necessary action as the Bank deems fit; shall be read together and be applicable accordingly to the HomeLink-i / PropertyLink-i.</p> <p>(e) The IAH agrees that Bank shall have the right to suspend redemption under the following circumstances:</p> <p>(i) Exceptional circumstances, in consideration of the interest of the IAH, which includes but shall not be limited to:</p> <p>(aa) market-wide failures or financial/economic crisis such as stock-market crash or asset price crash;</p> <p>(bb) operational issues such as wide-scaled blackout or system failure; or</p> <p>(cc) force majeure; or</p> <p>(ii) If suspension of redemption is exercised in the best interest of the IAH, where:</p> <p>(aa) the underlying assets cannot be liquidated at the appropriate price and terms to honour redemption. For this purpose, the price of illiquid assets shall be obtained from or be validated by an independent third party, which may take place either before or after such suspension; and</p> <p>(bb) the interests of the IAH would be materially affected if dealings were not suspended.</p> <p>(f) IAH must ensure that the operation of HomeLink-i / PropertyLink-i with the Bank is active and satisfactory and the terms and conditions governing such account(s) are observed at all times.</p> <p>The following shall apply to the HomeLink-i / PropertyLink-i Linked to the Financing-i:</p> <p>(a) IAH is required to sign up for auto-debit facility. Payment for grace period profit, monthly instalment and other fees due for Facility shall be performed via auto-debit from the HomeLink-i / PropertyLink-i subject to the availability of the fund in the HomeLink-i/Property Link-i.</p> <p>(b) The credit balance reflected from the HomeLink-i / PropertyLink-i will be used to reduce the principal balance for profit calculation in the Facility account to provide savings to the IAH in the payment of the Facility.</p> <p>(c) Auto debit transaction for the HomeLink-i / PropertyLink-i is performed on fortnight basis, 2 times per month i.e. on the 1st and 14th of every month until the amount due is paid off.</p> <p>(d) Payment from Employee Provident Fund ("EPF") withdrawal shall be credited into the Facility account directly and not into HomeLink-i / PropertyLink-i account.</p> <p>(e) The previous day available balance in HomeLink-i / PropertyLink-i (excluding float amount &amp; cash line-i disbursement limit) will be used to offset the principal balance for profit calculation in Facility account.</p> <p>(f) IAH shall ensure that the monthly account balance of HomeLink-i / PropertyLink-i is not less than the monthly instalment amount prescribed by the Bank throughout the payment period of the linked HomeLink/PropertyLink Financing-i.</p>
5.0	<p><b>Appointment of Bank as Agent / Wakil</b></p> <p>5.1 The IAH as principal / muwakkil invested sum of money and appoints the Bank and the Bank agrees to accept the appointment to act as agent / wakil of the IAH for the investment purposes in accordance with these Specific Terms and Conditions.</p> <p>5.2 As the IAH's agent / wakil, the Bank shall mobilize the IA-i funds into the specific fund portfolio that contains Shariah compliance assets in its name in favour of the IAH and at IAH's full risk and responsibility.</p> <p>5.3 The investment activities will be executed in accordance with the investment strategy to generate return as per expected.</p> <p>5.4 The Bank in its capacity as IAH's agent / wakil shall have the absolute right to do all things and perform all acts it deems necessary in order to achieve the investment objectives and protect the common interests of IAH as principal / muwakkil and the Bank as an agent / wakil.</p>
6.0	<p><b>Return for HomeLink-i / PropertyLink-i</b></p> <p>6.1 The HomeLink-i / PropertyLink-i opened shall have an indicative expected return rate ("ERR") which shall be subjected to the actual rate of return ("ARR") determined by the Bank on each particular profit distribution day. The ERR is subject to changes. The ERR will be made known to the IAH through any of the following modes:</p> <p>(a) Notice in the notice board / any section of the Bank's branches; or</p> <p>(b) Notice on the Bank's website; or</p> <p>(c) Any other modes deemed appropriate by the Bank.</p>

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6.2	The Bank will indicate the ERR to the IAH with an agreed period for investment. All return of capital realised on the investments shall be distributed by the Bank without any smoothing techniques applied.
6.3	In the event that the ARR is higher than the ERR, IAH agrees that the difference between the actual return and the expected return shall be retained by the Bank as performance incentive. In the event that the ARR is lower than the expected return, the Bank is only obliged to allocate the ARR to the IAH. In the event of loss of the investment monies (except for those resulting from the misconduct, negligence or breach of specific terms by the Bank), the IAH as principal / muwakkil will bear the loss.
6.4	IAH agrees that neither the Bank nor any other member company of the AmBank Group expressly or impliedly guarantees any particular returns for the investment.
6.5	The distribution of return on capital realised from the investment, if any, shall be distributed to IAH on monthly basis, or such other time as may be agreed by the Bank from time to time. Such amended / varied / revised features shall become effective on such date as the Bank may notify the IAH; but in any event at least 21 days before the date of implementation of the amended / varied / revised features.
6.6	The IAH hereby agrees that the Bank's determination of any amount payable to the IAH under the HomeLink-i / PropertyLink-i save for manifest error shall be final, conclusive and binding on the IAH.
7.0	<b>Service Fees / Charges</b>
7.1	IAH agrees that the Bank shall be entitled to charge for services provided to the IAH for the HomeLink-i / PropertyLink-i as prescribed by the Bank from time to time.
7.2	The IAH agrees that the Bank may amend the fee/charges as necessary. Such amended / varied / revised features shall become effective on such date as the Bank may notify the IAH; but in any event at least 21 days before the date of implementation of the amended / varied / revised features.
7.3	A monthly maintenance fee of RM10.00 for the HomeLink-i / RM20.00 for the PropertyLink-i will be charged regardless of the account balance throughout the Facility tenure or until settlement of the Facility whichever is earlier (applicable for each Facility).
7.4	Unless expressly stated otherwise, IAH agrees that all fees / charges / monies payable to the Bank from the provision of any supply of services made under or in connection with the HomeLink-i / PropertyLink-i or the Facility is exclusive of taxes. Any taxes on such supplies shall be borne and paid by the IAH in addition to the amounts due to the Bank.
8.0	<b>General</b>
8.1	By opening the HomeLink-i / PropertyLink-i, IAH agrees to be bound by these Specific Terms and Conditions and also the respective banking product, services, investments and privileges prevailing Terms and Conditions in addition to these Specific Terms and Conditions.
8.2	The monies from the Investment Account-i by the Bank on behalf of IAH are subject to IAH's sole risk, the scope of which may from time to time be determined by the Bank. Such amended / varied / revised features shall become effective on such date as the Bank may notify the IAH; but in any event at least 21 days before the date of implementation of the amended / varied / revised features.
8.3	IAH is fully aware that the HomeLink-i / PropertyLink-i as well as any monies withdrawn pursuant thereto are not protected by Perbadanan Insurans Deposit Malaysia ("PIDM").
8.4	The IAH shall indemnify the Bank in its role as agent against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by the Bank as a result of the investment transaction or a breach by the IAH of his/her/its obligations herein, other than those arising out of the Bank's negligence and/or breach of duty.
<p><b>WARNING</b>  <b>THE RETURNS ON THIS INVESTMENT ACCOUNT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSETS. THE PRINCIPAL AND RETURNS ARE NOT GUARANTEED AND IAH RISKS EARNING NO RETURNS AT ALL AND MAY SUFFER LOSSES IN PART OR THE ENTIRE PRINCIPAL SUM INVESTED. THIS INVESTMENT ACCOUNT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA PIDM.</b></p>	