

Terms And Conditions Governing Standing Order Payment Instruction

Definition

'Accountholder', 'you' or 'your'	the accountholder of the Account (either personally or through its Authorised Person) who executes the instruction form or a written instruction to perform the Standing Order Payment Instruction, and shall include the accountholder's respective personal representatives, successors-in-title and permitted assigns.
'Account'	either the Current Account/-i, Savings Account/-i or Credit Card Account which you have instructed us to debit for the payment stated in the Standing Order Payment Instruction.
Accounts Terms and Conditions'	the terms and conditions governing the Current Account/-i, Savings Account/-i, Credit Card Account, Safe Deposit Box Account, Overdraft Account and Loan/Financing Account (whichever is applicable).
'Applicable Laws'	all relevant or applicable statutes, laws, rules, regulations, guidelines, directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organisations with jurisdiction over us or any other person within the Group).
'Authorised Person'	any person authorised by you (whether singly or jointly) and approved by us, to act on your behalf in giving the Standing Order Payment Instruction.
'Bank', 'UOBM', 'our', 'us' or 'we'	United Overseas Bank (Malaysia) Bhd and shall where applicable include its successors-in-title and assigns.
'Beneficiary'	the accountholder of the Loan/Financing Account, Overdraft Account and/or Credit Card Account in which the monies will be credited into based on the Standing Order Payment Instruction given by you.
'Credit Card Account'	the credit card account held with us.
'Current Account'	the current account/-i held with us.
'Debit Date'	the date we perform the Standing Order Payment Instruction.
'Group'	our branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia, and includes us.
'Loan/ Financing Account '	the loan/financing account held with us.
'Overdraft Account'	the current account with overdraft facility which is held with us.
'Safe Deposit Box Account'	the safe deposit box account held with us.
'Savings Account'	the savings account/i held with us.
'Standing Order Payment Instruction'	the instructions given by you to debit the amount in Ringgit Malaysia from the Account.
'Statement of Account'	the statement of account in relation to your Account.
'Terms and Conditions'	these terms and conditions governing your Standing Order Payment Instruction (including any variation or addition hereto as we may prescribe from time to time).

- 1 By instructing us to perform the Standing Order Payment Instruction, you agree to be bound by these Terms and Conditions. You are deemed to have read, understood and accepted every term.
- 2 These Terms and Conditions shall be read together with the Accounts Terms and Conditions. If there is any discrepancy or inconsistency between these Terms and Conditions and the Accounts Terms and Conditions, these Terms and Conditions shall prevail for matters in relation to the Standing Order Payment Instruction.
- 3 You agree and authorise us to honour and act upon any Standing Order Payment Instruction signed by you or your Authorised Person.
- 4 You understand that any Standing Order Payment Instruction given by an unauthorised person will not be discoverable by us in the ordinary course of business. We are not responsible to otherwise identify the party providing the Standing Order Payment Instruction.
- 5 We shall be entitled to rely and act upon any Standing Order Payment Instruction received by us and shall not be liable to you in any way for acting in good faith upon any such instructions even though it is subsequently shown that it was not given by you, or there was any misunderstanding or any error in the Standing Order Payment Instruction provided by you or your Authorised Person. We shall not be liable for any loss, liability or expense which results from any such misunderstanding, error or unauthorised instruction.
- 6 We shall be entitled to refuse to accept or act on any Standing Order Payment Instruction if :-
 - a. we are unable to verify your or your Authorised Person's identity to our satisfaction;
 - b. we have any doubt on the authenticity, clarity or completeness of the instructions;
 - c. the form or content of such instructions is not in accordance with the requirements or polices or practices as we prescribed from time to time;
 - d. the instructions is not in accordance with the mandate(s) for the time being in effect in respect of your Account with us;
 - e. we believe or suspect that the instructions are unauthorised, fraudulent or forged;
 - f. the signature on the instructions differs from the specimen signature in our records (if applicable);
 - g. it results in any of your Account with us being overdrawn (applicable for Current Account/-i and Savings Account/-i only);
 - h. the Account is closed or terminated for any reasons whatsoever; or
 - i. we deem appropriate in the circumstances; and we shall not be liable to you for any loss, liability or expenses arising from us refraining or refusing to act on your Standing Order Payment Instruction.
- 7 We may act upon any Standing Order Payment Instruction which we believe in good faith to be given by you, without inquiry as to:-
 - a. the identity or authenticity of the person giving or purporting to give such instructions; or
 - b. the authenticity of the instruction notwithstanding:-
 - i. that such instructions may conflict with other instructions given by you to us; or
 - ii. any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.
- 8 Any Standing Order Payment Instruction received after we have notice of your death or bankruptcy (for individuals) or winding up or dissolution (for partnerships, societies, associations, clubs and companies) will not be honoured or acted upon regardless of the date of the instruction.
- 9 You acknowledge that we may implement whatever security procedures and features we deem appropriate and/or necessary from time to time to verify you and your Authorised Person's identity and that the Standing Order Payment Instruction has been authorised by you. Without prejudice to the foregoing, we may require confirmation of any Standing Order Payment Instruction from you in any form or manner as we deem appropriate.
- 10 Our records of the Standing Order Payment Instruction given or purportedly given by you shall be final and conclusive evidence as against you of the contents of your instructions in the absence of manifest error.
- 11 We will not be issuing any debit advice to you but the transaction(s) will be reflected in your monthly Statement of Account. We will not be issuing any advance notice for your Loan/Financing Account and Overdraft Account if Standing Order Payment Instruction has been given to us for the payment of the monthly instalment or the monthly interest and commitment fee for the Loan/Financing Account and the Overdraft Account respectively.
- 12 We are authorised to treat any instructions given or purportedly given by you as new instructions when it is not specified that the instructions are a confirmation or a change of the previous instructions given. We will not be held responsible under any circumstances for any steps taken or omitted to be taken pursuant to any instructions given or purportedly given by you which are subsequently amended, varied, cancelled or countermanded by you, whether or not your subsequent instructions reach us before we act on your earlier instructions.
- 13 You acknowledge that although we will endeavour to perform the Standing Order Payment Instruction, we accept no responsibility to perform the Standing Order Payment Instruction and we shall not be held liable for any claims, demands, actions, proceedings, damages, costs, late payment charges, penalties, loss and expenses incurred by you or arising in any manner howsoever due to the following:
 - a. any error, refusal or omission on our part to make the payment in accordance with your Standing Order Payment Instruction;
 - b. any delay in debiting the Account for the purpose stated in your Standing Order Payment Instruction for any reasons whatsoever.

- 14 Debiting your Current Account/-i or Savings Account/-i
- You shall ensure that the credit balances in your Current Account/-i or Savings Account/-i are sufficient to enable us to perform the Standing Order Payment Instruction on the Debit Date. We are not obliged to notify you of the insufficient credit balances in your Current Account/-i or Savings Account/-i for the performance of the Standing Order Payment Instruction.
 - You are aware that in the event the credit balances in your Current Account/-i or Savings Account/-i are insufficient to enable us to perform the Standing Order Payment Instruction on the Debit Date, we will not perform the Standing Order Payment Instruction. We shall not be obliged to check the credit balances in your Current Account/-i or Savings Account/-i after the Debit Date for the purpose of performing the Standing Order Payment Instruction. The Beneficiary and/or the accountholder of the Safe Deposit Box Account to us through other payment methods. If the Beneficiary and/or the accountholder of the Safe Deposit Box Account fails to make the payment to us before or on the payment due date through other payment methods, we shall be entitled to charge interest on any overdue amount pursuant to the Accounts Terms and Conditions.
 - Without affecting our rights under Clauses 14(a), and (b) above, we may at our absolute discretion (but not obliged to) perform the Standing Order Payment Instruction after the Debit Date when your Current Account/-i or Savings Account/-i subsequently have sufficient credit balances for the payment described in the Standing Order Payment Instruction.
 - We may at our absolute discretion (but not obliged to) perform the Standing Order Payment Instruction three (3) days prior to the payment due date for payment relating to the Credit Card Account.
 - We may at our absolute discretion determine the priority of the order of payment in the Account for any payment described in the Standing Order Payment Instruction which you have given now or may be given to us in the future or any payment of cashier's order, demand draft or cheque drawn on your Account.
- 15 Debiting your Credit Card Account
- You are only allowed to debit your Credit Card Account for payment relating to the Safe Deposit Box Account.
 - You are solely responsible to ensure that the performance of the Standing Order Payment Instruction on the Debit Date will not cause your Credit Card account to exceed the credit limit assigned to you.
 - We may but are not obliged to perform the Standing Order Payment Instruction on the Debit Date even if it may cause your Credit Card Account to exceed the credit limit assigned to you. We are not obliged to notify you of the excess of the credit limit before or after the performance of the Standing Order Payment Instruction.
- 16 We may at our absolute discretion terminate the Standing Order Payment Instruction if:-
- the Loan/Financing Account or Overdraft Account has been fully settled;
 - the Credit Card Account has been canceled or terminated;
 - the Safe Deposit Box Account has been terminated or closed; or
 - for any reason whatsoever by providing prior notice to you.
- 17 All stamp duties which are payable in connection with your Standing Order Payment Instruction shall be borne by you.
- 18 You are liable to pay for any taxes or levies which as at the date of your Standing Order Payment Instruction or at any date subsequent to the date of your Standing Order Payment Instruction, is required by law, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us or services provided in relation to the Standing Order Payment Instruction.
- 19 Any taxes or levies incurred by us in relation to the Standing Order Payment Instruction and any other goods or services provided under the Standing Order Payment Instruction shall be borne by and charged to you and in the event that we shall effect any payment, you shall be liable to reimburse us for such amounts paid.
- 20 You agree to indemnify us and to keep us fully indemnified at all times against any claims, demands, actions, proceedings, loss and expenses (including legal costs on a full indemnity basis) arising in any manner howsoever from our action on your Standing Order Payment Instruction, or as we deem fit, refusing to act on your Standing Order Payment Instruction or part of it.
- 21 Without affecting the generality of your aforesaid indemnity, you hereby authorise us at our discretion to debit any accounts which you now or may in future have with us (whether such accounts be in debit or credit) any sums of money due to us under these Terms and Conditions in relation to your Standing Order Payment Instruction.
- 22 We can set-off any payment due from us to you against any amount due from you to us under these Terms and Conditions, after giving you seven (7) days' notice. Upon issuance of the notice, you agree that we have the right to earmark or to place a hold on the payment due from us to you.
- 23 Your Standing Order Payment Instruction shall be binding on you and remain in full force and effect until we have received written revocation from you at least two (2) weeks before the Debit Date or such other time period as determined by us.
- 24 You agree that all Standing Order Payment Instruction given shall be binding on you, your executors, administrators, successors and assigns.
- 25 You agree that we can disclose at any time at our sole discretion without notifying you beforehand, any information or document relating to any of your instruction and the Standing Order Payment Instruction to the following persons:
- any agent, whether in Malaysia or elsewhere, engaged by us for the purpose of performing the Standing Order Payment Instruction;
 - any of our solicitors and professional advisors;
 - the police or any public officer conducting an investigation in connection with any offence including suspected offences;
 - any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any members of the Group;
 - any person to whom we or any members of the Group are permitted or required to disclose to under the laws of any country; or
 - any other person to whom such disclosure is considered by us to be in our interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purposes).
- Clause 25 above shall survive upon termination of any of your Standing Order Payment Instruction.
- 26 You agree that we are not obligated to maintain any records of the Standing Order Payment Instruction, including but not limited to the instruction forms, your written instructions, correspondences or documents in relation to the Standing Order Payment Instruction, exceeding any retention period as set out under our internal policies, guidelines and procedures and/or as provided under any Applicable Laws.
- 27 We can at any time, vary, add to, delete or amend these Terms and Conditions by giving you twenty one (21) days prior notice, either by posting on our official website at www.uob.com.my or at our branches, or in any manner that we choose.
- 28 Any provision in these Terms and Conditions which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of these Terms and Conditions. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 29 These Terms and Conditions shall be governed by and construed in accordance with Malaysian law. You hereby irrevocably submit to the non-exclusive jurisdiction of the Malaysian courts. We may take legal proceedings against you in the courts of Malaysia or in any part of the world.