



Priority Private Services and Privileges Terms and Conditions



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Contents

1	Membership	3
2	Benefits	3
3	Complimentary Destination Limosine Service	3
4	Concierge Services	4
5	Travel Medical Assistance and Travel Security Advice Services	5
6	Service	6
7	Termination	7
8	Fees and Charges	7
9	Variation	7
10	Meaning of words	8

Important notice

You need to read this document.

PLEASE READ AND UNDERSTAND THE TERMS AND CONDITIONS STATED IN THIS DOCUMENT. IF YOU DO NOT UNDERSTAND ANY PART OF THIS DOCUMENT YOU MUST SEEK FURTHER CLARIFICATION FROM BANK'S OFFICER.

It sets out the terms and conditions on which we agree to provide you with the services and privileges under this *Programme*. You must read it in conjunction with our Client Terms, Priority Banking Services and Privileges Terms and Conditions and any other documents forming our banking agreement. These terms are in addition to the other documents mentioned in Part A of our Client Terms. To the extent of any inconsistency between these terms and our Client Terms, these terms prevail. For SCSB customer, you must read it in conjunction with our Personal Account Rules and Regulations, Priority Banking Services and Privileges Terms and Conditions and any other documents forming our banking agreement. These terms are in addition to the other documents mentioned in our Personal Account Rules and Regulations. To the extent of any inconsistency between these terms and our Personal Account Rules and Regulations, these terms will prevail

Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Client Terms and at the end of the applicable *product terms*. Some additional key words which apply to this *Programme* are explained at the end of these terms.

1 Membership

- 1.1 The *Priority Private* membership is open to Priority Banking customers by invitation only who fulfil the following conditions:
- (a) individuals aged 21 and above;
 - (b) Maintain a minimum of RM3,000,000 Assets Under Management (“AUM”) with us in deposits and/or investments
 - (c) have maintained all their accounts with us in good standing, without any breach of the relevant terms and conditions or agreements;
- 1.2 Your *Priority Private* membership will be reviewed on a yearly basis at the end of each calendar year and the Bank reserves the right to renew or terminate your membership to the programme at our discretion if you no longer meet the eligibility criteria as stated in clause 1.1 above.

2 Benefits

- 2.1 All the *Priority Private* benefits, offers and Services outlined below are only available to you on a yearly basis in accordance with your membership or as decided by the Bank at its discretion.
- 2.2 The benefits, offers and Services will involve us introducing you to our third party business alliance vendor and/or the third party vendor’s subcontractors (collectively, the “Third Party Vendor(s)”) for them to provide the Services under this *Priority Private* membership to you. By agreeing to be a member you give consent to us to share your personal information to the Third Party Vendor for them to provide Services as stated in these terms and conditions.
- 2.3 If you request the Third Party Vendor for any out-of-scope services (i.e. additional services over and above the scope of Services listed below), the Third Party Vendor will charge a fee directly to you.

3 Complimentary Destination Limosine Service

- 3.1 Subject to fulfilling the conditions outlined under Benefits above, you will be entitled to one-way destination airport limousine transfers (“**Complimentary Rides**”) between the

destination airport and place of accommodation as per the AUM table below when your application for any of our wealth products are approved in the calendar year of your entitlement.

AUM* (‘RM)	Number of Complimentary Rides
3,000,000 – 4,999,999	4
5,000,000 – 9,999,999	8
10,000,000 and above	12

* AUM – Assets under Management held with the Bank including deposits and/or investments

- 3.2 You need to travel out of Malaysia to redeem this service. The Complimentary Destination Limousine Service is subject to a maximum of USD110 per trip at participating airports.
- 3.3 Should a booking made is more than USD110, you may opt to utilize more than 1 complimentary ride entitlement; or top up by charging your personal credit cards. Additional charges required for each booking will be charged in Malaysian Ringgit (MYR); if any.
- 3.4 The Complimentary Destination Limousine Service is applicable until 30 June 2020 and is subject to renewal on a yearly basis. If your membership has ended or the AUM is below RM3,000,000, the Complimentary Destination Limousine Service will no longer be valid, and we reserve the right to charge your account with the cost of the limousine service.
- 3.5 The Destination Airport Limousine Service is subject to the availability of the Third Party Vendor and its fleet of chauffeurs and limousines.
- 3.6 You must book the Complimentary Destination Limo Service by calling the Priority Private Concierge Service Hotline at least seventy-two (72) hours prior to the flight departure. Any attempted bookings within less than seventy-two (72) hours prior to the flight departure will be serviced on a best effort basis, subject to availability.
- 3.7 Any cancellation or change in itinerary, travel date(s) and/or travel time should be made at least forty-eight (48) hours prior to the flight departure by calling the Priority Private Concierge Service Hotline. A Complimentary Ride will be deemed utilised for any late cancellations (with less 3.8 than 48-hour notice). Should any changes be requested for the itinerary, travel date(s) and or travel time after the minimum forty-eight (48) hours notice

period, the service provided will be done on a best effort basis. There will be no guarantee that the booking can or will be changed as requested.

- 3.9.1 Only 1 single pick-up or drop-off point is permitted.
- 3.10 There may be surcharges which you may be liable for. The below surcharges are applicable and payable by the you to the limousine chauffer directly. All charges stated below are inclusive of GST:
- a) A maximum waiting time at the agreed location of forty-five (45) minutes for pick-ups at destination airport (flights out of Malaysia) and 15 minutes for departure (out of Malaysia) starting from the agreed pick-up time shall apply for each service. Thereafter, the limousine chauffer will attempt to contact you via the contact number that is provided at point of booking. If the chauffer is unable to contact you, the booking will be regarded as a “no-show”. A “no-show” is defined as you failing to show up for an arranged limousine service and will be treated as having utilised the service. No refund will be provided.
 - b) If the chauffer is able to contact the you and is required to wait further, an excess waiting time surcharge is payable for every fifteen (15) minutes block. This is subject to chauffer availability and additional charges are to be paid directly to the service provider.
 - c) Additional charges will be included into the final booking fee if a larger vehicle is needed. The request for a larger vehicle needs to be made at the time of booking, subject to availability. Travelling companions and luggage must be kept to the recommended capacity of the vehicle.
- 3.11 The limousine model is pre-determined. For all confirmed Complimentary Ride bookings, a Mercedes E-Class or equivalent premium vehicle will be provided. Each limousine service can accommodate up to three (3) passengers with a total of one (1) large check-in and two (2) carry-on luggage bags OR two (2) medium size check-in and two (2) carry-on luggage bags, provided that all parties and luggage bags can be accommodated in 1 limousine.
- 3.12 Neither we nor the Third Party Vendor and/or Third Party Vendor’s subcontractors will be responsible for any late pick-up or extended travel time as a result of unforeseen circumstances such as bad weather, road and traffic conditions (and similar conditions) that

may cause you to arrive late and/or miss their flight.

- 3.13 Should you provide the Third Party Vendor with wrong information (e.g. wrong pick-up time or accommodation address), neither we nor the Third Party Vendor will be responsible for any errors or late pick-ups or cancelled Complimentary Rides. In the event of a cancelled Complimentary Ride, the Complimentary Ride utilisation will be deemed utilised.
- 3.14 In the event of any unutilised Complimentary Rides, the unused Complimentary Rides are not exchangeable for any other gifts and/or cash value.

4 Concierge Services

- 4.1 Priority Private Concierge Services (“**Concierge Services**”) are available to you, subject to the fulfillment of the conditions outlined under Benefits. They include:
- a) Dining Concierge Service; and
 - b) Travel Concierge Service.
- 4.2 The Concierge Services are provided by a Third Party Vendor engaged by us.
- 4.3 To utilise the Concierge Services, you must call the Priority Private Concierge Hotline.
- 4.4 All expenses, costs and charges for any of the services, goods, appointments or reservations made with, or purchased from the respective merchants pursuant to the Concierge Services shall be borne fully by you. Neither we nor the Third Party Vendor engaged to provide the Concierge Services shall have any liability in that regard.
- 4.5 The Dining Concierge Services entail the following services to be provided by the Third Party Vendor on a best effort basis upon request:
- a) Dining Referral and Reservation Assistance: the Third Party Vendor will provide the name, address and telephone number of restaurants in major cities, and make the reservations.
 - b) Private Dining Assistance: the Third Party Vendor will provide referrals to caterers based on the type of cuisine as specified by you, with relevant recommendations based on the caterer as well as the food menu selected by you.
 - c) Food Tours Referral and Assistance: the Third Party Vendor will provide referrals to

the relevant packages from event companies who organise food tours and make the reservations.

- 4.5 The above services are purely on arrangement basis only. We and the Third Party Vendor providing the Concierge Services shall not be responsible for any third party expenses incurred which shall be your responsibility.
- 4.6 The Travel Concierge Services entail the following assistance services to be provided by the Third Party Vendor on best effort basis upon request:
- a) Hotel Referral and Assistance: the Third Party Vendor will provide quotations on hotels and holiday resorts in major cities, and make reservations.
 - b) Flight Information and Ticketing Assistance: the Third Party Vendor will provide air ticket quotations in major cities as well as flight times, and make the flight reservations.
 - c) Luxury Car Rental and Limousine Referral and Reservation Assistance: the Third Party Vendor will provide the name, address and telephone number of luxury car/bike rental and limousine companies in major cities, and make the reservations.
 - d) Currency Rates and Conversions: the Third Party Vendor will provide indicative exchange and conversion rates.
 - e) Airport Limousine Transfer Service*: the Third Party Vendor will arrange for fee paying limousine transportation to and/or from the airport.
 - f) Airport Meet and Assist Service: the Third Party Vendor will assist the Priority Private Client arriving at or departing from the airport with luggage clearance and immigration clearance.
 - g) Airport Lounge Access Service: subject to availability, the Third Party Vendor will arrange for you to access selected airport lounges.
 - h) Overseas Language/Translation Support: the Third Party Vendor will provide telephonic translation services (if the language is available) and emergency support of an on-site translator.
 - i) Sightseeing and Destination Recommendations: the Third Party Vendor will provide the name, address and telephone number of travel agencies at your travel destination, recommend relevant travel packages from these travel agencies, and make the reservations.
 - j) Luxury Yacht/Cruise Information and Reservations: the Third Party Vendor will provide the name, address and telephone

number of luxury yacht/cruise/sea liner operators in major cities as well as departure/arrival times, and make the reservations.

- k) Train or Rail information and Ticketing: the Third Party Vendor will provide train/rail schedules in major cities, and make the reservations.

- 4.7 The above provided services are purely based on arrangement of the services only. We and the Third Party Vendor providing the Concierge Services shall not be responsible for any third party expenses incurred which shall be your responsibility. In addition, neither we nor the Third Party Vendor shall be responsible for the quality or standard of services provided by the vendor/service provider engaged by you.

5 Travel Medical Assistance and Travel Security Advice Services

- 5.1 Priority Private Travel Medical Assistance and Travel Security Advice Services (**“Medical Care Services”**) are available to you who travel outside the home country or usual country of residence for periods not exceeding 90 consecutive days per trip and is only available to you subject to fulfilment of conditions outlined under Benefits above. They include:
- a) Global Travel Medical Assistance Services; and
 - b) Global Travel Security Advice Services.
- 5.2 The Medical Care Services are provided by a Third Party Vendor engaged by us.
- 5.3 To utilise the Medical Care Services, you shall call the Priority Private Concierge Hotline at +603 2772 3512.
- 5.4 The Global Travel Medical Assistance Services entail the following services to be provided by the Third Party Vendor on a best effort basis upon request:
- a) Medical Service Provider Referral: the Third Party Vendor will provide you with the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively, “Medical Service Providers”).
 - b) Arrangement of Hospital Admission: if your medical condition is of such gravity as to require hospitalisation, the Third Party Vendor will assist you with the hospital admission.

- c) Guarantee of Medical Expenses Incurred during Hospitalisation: the Third Party Vendor will assist you by guaranteeing on your behalf the medical expenses incurred during your hospitalisation.
 - d) Arrangement of Emergency Medical Evacuation: the Third Party Vendor will arrange for the provision of air and/or surface transportation, medical care during transportation, communications and all usual ancillary services required to move you to the nearest hospital where appropriate medical care is available.
 - e) Arrangement of Emergency Medical Repatriation: the Third Party Vendor will arrange for you to the home country or usual country of residence.
 - f) Arrangement of Repatriation of Mortal Remains: the Third Party Vendor will arrange for your transportation mortal remains to the home country or usual country of residence or, if requested by your family, arrange for local burial at the place of death, subject to any governmental regulations.
 - g) Arrangement of Return of Minor Children: The Third Party Vendor will arrange for one-way airfares for the return of minor children to the home country or usual country of residence if they are left unattended as a result of you illness, accident or emergency medical evacuation. An escort will be provided upon request.
 - h) Arrangement of Transportation and Accommodation for Your Family or Companion: the Third Party Vendor will arrange emergency travel and hotel accommodation of your family or companion who is visiting you whilst the you are hospitalised outside the home country or usual country of residence.
- 5.5 The above services under Clause 5.4 (c) to (h) are upon securing payment from you through your credit card or from the funds from your family as requested and authorised by you or through your debit card-i.
- i) Inoculation and Visa Requirement Information: the Third Party Vendor will provide information concerning visa and inoculation requirements for foreign countries.
 - j) Interpreter Referral: The Third Party Vendor will provide the names, telephone numbers and hours of opening of interpreters' office in foreign countries.
 - k) Lost Document Advice and Assistance: the Third Party Vendor will assist if you have lost important travel documents (e.g. passport, credit cards) while travelling outside the home country or usual country of residence by providing instructions for recovery or replacement.
- l) Legal Referral: the Third Party Vendor will provide the name, address, telephone numbers, and office hours for referred lawyers and legal practitioners. The Third Party Vendor will not give any legal advice to you.
 - m) Emergency Translation Assistance: In the event of an emergency situation, and where available, the Third Party Vendor will provide telephone translation assistance.
 - n) Emergency Document Delivery: the Third Party Vendor will assist the Priority Private Client to arrange for emergency documents to be delivered to your friend, relative or business associate.
 - o) Emergency Message Transmission: The Third Party Vendor will assist to transmit emergency messages between the you and your family.
- 5.6 Where the Third Party Vendor makes a referral or arrangement, we and the Third Party Vendors shall not be responsible for any third party expenses which shall be solely your responsibility. In addition, neither us nor the Third Party Vendor shall be responsible for the quality of standard or services provided by the vendor/service provider engaged by you.
- 5.7 The Global Travel Security Advice Services entail the following services provided by the Third Party Vendor:
- a) Pre-Travel Advice: the Third Party Vendor will provide destination safety and security advice.
 - b) Managing Security Risks: the Third Party Vendor will provide well-informed and impartial information for decision making.
 - c) Responding to Critical Situation: the Third Party Vendor will provide professional advice and help during an emergency situation.
- 5.8 We and Third Party Vendor shall not be responsible for the actions of any other third party service provider and you shall be responsible for any third party expenses.

6 Service

- 6.1 In order to provide you the Services, you acknowledge that it is necessary for us to provide certain fields of personal data relating to you to the Third Party Vendor. You agree and consent for us to do so. In the event you wish

not to share the data for this Programme, we and the Third Party Vendor and the Third Party Vendor's subcontractors will not be able to provide the necessary services.

- 6.2 Please note that calls made for utilising the Services may be recorded by the Third Party Vendor and/or the Third Party Vendor's subcontractors.
- 6.3 Please note that when you call the hotline to avail the Services, the Third Party Vendor's representative may ask a series of questions for verification. If you fail the verification, you will not be able to utilise the services.
- 6.4 Whilst we will exercise reasonable care in engaging a Third Party Vendor, we do not warrant the quality of any Third Party Vendor and the goods and/or services they provide, and we will not be liable for any acts or omissions of the Third Party Vendor.
- 6.5 We shall procure the Third Party Vendor to provide the services listed above on a best effort basis and there is no guarantee that the Third Party Vendor will be able to meet all requests. In the event of any disputes, our decision, the Third Party Vendor, the respective merchants and service providers shall be final.
- 6.6 You must make your own final selection and determination on who to appoint to provide any of the underlying services (where applicable) and/or which merchant to use, even though the arrangements may be facilitated by the Third Party Vendor.
- 6.7 We are not liable for any acts or omissions of the Third Party Vendor and/or the Third Party Vendor's subcontractors, including but limited to any negligent acts of the Third Party Vendor and/or the Third Party Vendor's subcontractors. In addition, we are not liable for any of the vendors or service providers engaged by you pursuant to the Services. In utilising the Services, you agree that you do so at your own risk. You acknowledge that the Services (and any underlying goods or services procured pursuant to the Services) are managed by a third party and we make no warranty or representation on the quality or fitness for purpose of the goods and services of such a third party. We will not be liable for any loss, injury, claim or damage suffered or incurred arising from or in connection with the use of Services.
- 6.8 In the event the Priority Private Client engages any third party service provider or vendors which are arranged by the Third Party Vendor,

you shall be solely responsible for all fees and charges of such a third party service provider or vendor.

- 6.9 We are not an agent of the Third Party Vendor and/or the Third Party Vendor's subcontractors and vice versa.
- 6.10 The Bank makes no warranty or representation as to the quality of the service, and assumes no liability or responsibility for the fault, negligence, acts or omissions of the Third Party Vendor or its subcontractors (including the chauffeurs) or any of the service providers engaged pursuant to the Concierge Service. Any dispute with the Third Party Vendor, chauffeur or service provider shall be resolved directly between you and them. We are not obliged to assist or act on your behalf in communicating with the Third Party Vendor/chauffeurs/service providers.
- 6.11 In the event of any dispute between you and the Third Party Vendor on what constitutes an 'out of scope' service and the accompanying fees and charges, the decisions of the Third Party Vendor and/or us shall be final.

7 Termination

- 7.1 In the event that you terminate your Priority Banking relationship or fails to maintain the minimum MYR3,000,000 AUM to be a member, the Bank reserves the right to terminate your eligibility to this membership. A notice in writing may be given to you by us if you decide to exit your membership or when your AUM falls below the required tier.

8 Fees and Charges

- 8.1 All *product/s* mentioned in these Terms and Conditions are subject to their respective fees and charges as stipulated in the *Fees and Charges Booklet*.

9 Variation

- 9.1 You acknowledge that various features of this *membership* may be changed from time to time, including membership terms, fees and *product categories* or the list of *products* in each *product category*. If we make such changes, we will give you notice in accordance with our usual practice and in accordance with any applicable law.

10 Meaning of words

You also need to refer to our Client Terms and other applicable *product terms* which also define key words used in these terms. For SCSB customer you must refer to Personal Account Rules and Regulations which also define key words used in these terms. If a word defined in these terms is also defined in other parts of our *banking agreement*, the definition in these terms applies for the purposes of the *Programme*.

bank means both Standard Chartered Bank Malaysia Berhad and Standard Chartered Saadiq Berhad unless where a clause specifically stated that the relevant parts are not applicable to Standard Chartered Saadiq Berhad.

Priority Private means the Priority Banking Private services, benefits and privileges.

we/our/us means both Standard Chartered Bank Malaysia Berhad and Standard Chartered Saadiq Berhad unless where a clause specifically stated that the relevant parts are not applicable to Standard Chartered Saadiq Berhad.

you and **your** refer to you as our *Priority Banking Private client* and, where the context allows, your joint account holder or your *authorised*