

**TERMS AND CONDITIONS OF APPOINTMENT AS CUSTODIAN**

Our Ref. No.

**Details of the Applicant/Testator**

<b>Name</b>	<b>Mr./Miss/Mdm.</b>		
<b>NRIC No. (New/Old)</b>			
<b>Correspondence Address</b>			
<b>Nationality</b>		<b>Country of Residence</b>	
<b>E-mail Address</b>		<b>Occupation/Business</b>	
<b>Tel No.</b>	<b>(O)</b>	<b>(H)</b>	<b>(H/P)</b>

**FOR ESTATE PLANNER'S USE ONLY**

Full Name

Company  Cheque No.

Agent Code  Date (dd/mm/yy)

**Please tick (✓) to indicate your custody option(s)**

**For Wills prepared by RHB Trustees:**

Annual Custody (for 12 months only) **RM 80**

Lifetime Custody **RM 800**

**For Wills NOT prepared by RHB Trustees:**

Annual Custody (for 12 months only) **RM 100**

Lifetime Custody **RM1,000**

**[Please note: First Year Annual Custody is compulsory and where RHB Trustees Berhad is appointed as Sole or Substitute Executor, it is compulsory to also appoint RHB Trustees Berhad as Lifetime custodian of the will.]**

**Please tick (✓) to indicate the destination for the delivery of the Will Retrieval Cards**

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Please tick (✓) to indicate your optional payment mode**

2 Installment payments-Lifetime Custody

I hereby confirm my selection of the payment mode as above.

\_\_\_\_\_ (Please initial here)

I hereby appoint RHB Trustees Berhad (Company No: 573019-U) (hereinafter called "the Trustee Company") to act as custodian of my Will upon the terms and conditions set forth below:

- 1) Payment**  
 In consideration of the Trustee Company's acceptance of appointment as custodian of my Will, I hereby make full payment of the sum indicated above (in accordance with the custody option selected above) or make two equal consecutive monthly installment payments for lifetime custody which payment(s) shall be non-refundable save where the Trustee Company notifies me that it declines to accept this appointment within ninety days from the date hereof. The aforesaid payment shall be made either by credit card or by way of crossed cheque made payable to the Trustee Company namely "RHB Trustees Berhad" or such other party which the Trustee Company may direct in writing.
- 2) Trustee Company's discretion**  
 The Trustee Company may at its absolute discretion delegate or assign its duties under this appointment to any agents or persons of its choice.
- 3) Renewal in respect of Annual Custody only**  
 In the case of Annual Custody, the Trustee Company may send a notice of reminder for renewal by ordinary post to my address stated herein or such other address notified by me in writing to the Trustee Company one month prior to the expiry. All renewal fees shall be made either by credit card or by way of crossed cheque made payable to "RHB Trustees Berhad" and forwarded directly to the Trustee Company. The Trustee Company shall not be liable for the custody of my Will if its appointment as custodian has not been renewed after the expiry of the 12 month period commencing from the date herein. In the event that I do not provide written instructions to retrieve my Will, the Trustee Company after the said expiry shall at its absolute discretion forward my Will by ordinary post to my address stated herein or such other address notified by me in writing to the Trustee Company; but if my Will remains in the custody of the Trustee Company, I fully understand and agree that renewal fees shall be automatically incurred based on the prevailing Scale of Fees which is notified and/or made available to the public. The Trustee Company shall not be held responsible in the event the Will is damaged, lost or tampered with, in the course of posting the Will to me or where the Will is no longer under the possession and control of the Trustee Company.

4) **Will Retrieval Cards**

I hereby authorize the Trustee Company to forward by ordinary post three Will Retrieval Cards to the destination as instructed herein and in the event the destination is not instructed herein, the Trustee Company shall have the sole discretion to determine the destination and shall not be liable for any resulting claim, damages or compensation. It shall be my responsibility to forward the Will Retrieval Cards and explain the terms of use to such persons whom I authorize, appoint and entrust to retrieve my Will upon my demise. I understand that any application for replacement of the Will Retrieval Cards shall be subject to a charge determined by the Trustee Company.

5) **Trustee Company as Executor**

If the Trustee Company is appointed as the **Sole or Substitute Executor and/or Trustee** of the Will, it is **compulsory** that the Trustee Company be appointed as the **Lifetime Custodian** of the original Will. Upon my demise, and if the Trustee Company is the Sole Executor and/or Trustee of the Will, the original Will shall remain in the custody of the Trustee Company and be used for the application for the Grant of Probate and the discharge of its duties as the Sole Executor and/or Trustee. However, if the Trustee Company is appointed as the Substitute Executor, the Trustee Company shall hand over the original Will to the Original Executor provided that all the terms and conditions imposed for the retrieval of the Will have been satisfied.

6) **Retrieval by the Testator**

During my lifetime, any retrieval or release of my Will shall be made by me personally at the main office of the Trustee Company where the same is kept in custody.

7) **Retrieval by the executors / beneficiaries named in the Will**

Upon or after my demise, the Trustee Company shall be authorized to and may at its absolute discretion release my Will to my main executor who presents any one of my Will Retrieval Cards together with an original or certified true copy (not being a photocopy) of the death certificate at the main office of the Trustee Company. If the main executor does not retrieve the Will within 30 days from the date the Trustee Company is notified of my demise, the Trustee Company shall be authorized to release the Will to my substitute executors or beneficiaries named in the Will on the condition that they must produce the Will Retrieval Card and the original or certified true copy (not being a photocopy) of the death certificate. If my substitute executors or beneficiaries are unable to produce the Will Retrieval Card, then all my substitute executors and beneficiaries named in the Will must be present at the time of extraction or if unable to be present, they must provide their consent in the form of a statutory declaration, to release the Will in their absence, to the other beneficiaries.

8) **Retrieval of Wills by two or more Executors acting jointly on Wills prepared by external parties or the Trustee Company**

Subject to Clause 7 above, in the event there are two or more executors acting jointly on Wills prepared by external parties, or by the Trustee Company, the Trustee Company shall only release the Will upon all of the executors jointly signing the Trustee Company's Will Retrieval Form. However, in the event that two or more executors are claiming the release of the Will and are providing conflicting instructions on the same, the Trustee Company shall only release the Will upon all the joint executors coming to an agreement to retrieve the Will collectively.

9) **Request for copies of Wills by Beneficiaries/Non-Beneficiaries/persons mentioned in the Will upon the Testator's demise**

Subject to clause 7 above, the Trustee Company reserves the right in its absolute discretion and without assigning any reasons, to decide whether to release copy or copies of Wills to beneficiaries or non-beneficiaries or person(s) mentioned in the Will upon the Testator's demise.

10) **Reimbursement**

The Trustee Company shall be reimbursed out of the Trust/estate for all expenses, fees costs and charges incurred in the execution of the duties, trusts and powers herein.

11) **Old Wills**

In the event that I instruct the Trustee Company to accept and keep in custody my new and latest Will subsequently, the Trustee Company upon receipt of the same may at its absolute discretion forward by ordinary post my old Will to my address stated herein or such other address notified by me in writing to the Trustee Company and it is my responsibility to ensure that the proper cancellation/ destruction of the old will and its copy is properly carried out.

12) **Change of address**

It is my responsibility to inform the Trustee Company of any change in my correspondence address and other contact details as stated herein, failing which the Trustee Company shall be discharged of all liability in forwarding all correspondence and/or documents to the correspondence address as stated herein.

13) **Indemnity**

The Trustee Company and its duly appointed officer(s) and/or director(s) for the time being shall be deemed to be fully and completely indemnified against the funds of the estate and/or trust or otherwise in respect of all actions, proceedings, claims, costs and expenses whatsoever made against or incurred by it arising out of or in connection with the administration by the Trustee Company.

14) **Amendments or Variation of Terms**

The Trustee Company reserves the discretion to at any time add, amend, or vary the terms and conditions herein provided.

**THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD OF TEN WORKING DAYS.**

By ticking this box, I hereby waive my cooling-off right and I want this subscribed service with RHB Trustees Berhad to be processed **IMMEDIATELY**.

I have understood and agreed to the above Terms & Conditions.

Dated the ..... day of .....20 .....

Signed by the Testator

.....  
Name :  
NRIC No. :