

UOB FLEXI CREDIT PLAN

TERMS AND CONDITIONS

These terms and conditions (“Terms and Conditions”) shall apply to all Cardmembers who sign up to the UOB Flexi Credit Plan and these Terms and Conditions shall be read together with the UOB Visa/Mastercard Cardmember Agreement (“the Cardmember Agreement”).

In the event of any discrepancy or inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions shall prevail in so far as they apply to the Flexi Credit Plan. Unless defined differently in this Terms and Conditions, the words and expressions used in this Terms and Conditions shall have similar meanings as in the Cardmember Agreement.

1. United Overseas Bank (Malaysia) Bhd (Company No. 271809-K) (“UOBM”) will offer Flexi Credit Plan (“the Program”) to all new and existing principal cardmembers holding Credit Cards issued by UOBM (“Cardmembers”).
2. Cardmembers can apply up to 80% of Credit Limit from his/her UOBM Credit Card Account(s) provided that such transfer under this Program does not at any one time exceed the Credit Limit.
3. Under the Program, Cardmembers whose account is current and in good standing with sufficient available Credit Limit may apply for the Program (“Application”).
4. Cardmembers can submit more than one (1) Application with minimum amount of RM1,000 per Application. UOBM reserves the absolute right to approve or reject the Application and to determine the amount permissible to be transferred (“FCP Amount”).
5. Upon approval of this Application under the Program, the FCP Amount shall be subject to the FCP Interest Rate during the tenure of the Flexi Credit Plan (“FCP Instalment Period”).
6. Cardmembers must provide the following details in the Application:
 - i. FCP Amount to be transferred.
 - ii. Details of Cardmembers’ savings or current account at the licensed bank in Malaysia that the approved FCP Amount is to be transferred.
7. Upon approval, the FCP Amount will be credited into the Cardmember’s savings or current account maintained with UOBM or any other financial institution specified in the Application via –
 - i. Inter-Bank Giro (“IBG”) transfer into the Cardmember’s savings or current account maintained with a licensed bank in Malaysia;
 - ii. Cheque issued by UOBM in favour of the Cardmember and deposited into the Cardmember’s savings or current account maintained with a licensed bank in Malaysia; or
 - iii. Internal transfer to Cardmember’s savings or current account maintained in UOBM.
8. No additional interest will be imposed if the monthly instalment amount is paid in full on or before the Payment Due Date stated in the Statement of Account. If the instalment amount is not paid in full on the Payment Due Date, the account will turn delinquent and the prevailing Credit Card interest rate of 1.5% per month or 18% per annum or the prevailing regulated interest rate will be charged on the balance instalment remaining unpaid on the due date in accordance with the Cardmember Agreement until the instalment amount is settled in full.

9. Upon the expiry of the FCP Instalment Period, any outstanding balance will also be subject to the normal finance charge of One Point Five percent (1.5%) per month or Eighteen percent (18%) per annum or the prevailing regulated interest rate will take into effect until the date of full repayment.
10. The sum of the FCP Amount and FCP Interest due will be billed to the Cardmember's Credit Card Account in the Statement of Account immediately following approval of the Application for the Program.
11. Upon approval of the Application, the corresponding amount of the Cardmember's Credit Limit will be reserved for this purpose, and the available Credit Limit balance will be reduced accordingly. UOBM will not be liable to the Cardmember for any transactions rejected by merchants because of a resulting insufficient Credit Limit. The Credit Limit will be restored progressively in accordance with FCP Amount approved that has been repaid.
12. Upon UOBM's approval of the Application under this Program, it shall be deemed that Cardmembers have consented to terminate the Auto-Apportionment Payment service (AAP) for Flexi Credit Plan account. If Cardmember wish to retain AAP, Cardmember shall contact UOBM's Contact Centre (03 - 26128 121) for further assistance.
13. An early settlement fee of RM50 and an amount equivalent to one (1) month of FCP interest payable by the Cardmembers on the Program ("Penalty Interest") will be immediately charged if any of the following occurs:
 - i. The Cardmember terminates or discontinues the Program by making full payment prior to the expiry of FCP Instalment Period;
 - ii. The Cardmember cancels the Credit Card Account prior to the expiry of the FCP Instalment Period; or
 - iii. UOBM terminates or closes the Cardmember's Credit Card Account in accordance to the Cardmember Agreement.
14. In the event of an early settlement, there will be no refund of the FCP Interest Rate charged.
15. Upon closure of the UOBM Credit Card Account in accordance with the Cardmember Agreement, this Program shall immediately terminate and the Cardmembers are liable to settle in full all the outstanding balance and fee charges imposed by UOBM under this Program.
16. The Cardmember is liable to pay for taxes or levies which as at the date of approval of the Cardmember's Application for the Program or at any date subsequent to the date of approval of the Cardmember's Application for the Program, is required by law to be paid to anybody or authority having jurisdiction over UOBM, in respect of any fees and charges charged or incurred by UOBM in relation to providing the Program to the Cardmember.
17. The Cardmember consents and agrees that any or other taxes or levies incurred by UOBM in relation to the Program provided by UOBM to the Cardmember, shall be borne by and charged to the Cardmember and in the event that UOBM shall effect payment on the Cardmember's behalf, the Cardmember shall be liable to reimburse UOBM for such amounts paid and UOBM has the right to credit such taxes, duties and levies to the Credit Card Account.
18. In addition, upon the occurrence of any one or more of the following events:
 - i. Breach of any of these Terms and Conditions;
 - ii. An event of default under the Cardmember Agreement;
 - iii. Delay or failure to pay any sums due under this Program;

- iv. Failure to pay on the Payment Due Date any money or to discharge any obligation or liability payable by the Cardmembers from time to time to UOBM under any agreement with UOBM or under any banking/credit facilities;
- v. The Credit Card is terminated or the Credit Card Account is closed/suspended for any reason whatsoever;
- vi. It becomes impossible or unlawful for UOBM to make available or continue to make available the Program, including but not limited to upon death, bankruptcy or legal disability of the Cardmember or that any provision in this terms and conditions is declared by a court or other relevant authority to be void, voidable or unenforceable;

the total outstanding under the Program shall immediately be due and payable and shall bear interest at One Point Five percent (1.5%) per month or Eighteen percent (18%) per annum or the prevailing regulated interest rate in accordance with the Cardmember Agreement. Such default shall also entitle UOBM to cancel, revoke, suspend or restrict the use of the Credit Card and afterwards to consolidate all outstanding amounts into the principal Credit Card Account.

- 19. UNIRinggit Rewards or Smart\$ Rebates will not be awarded under this Program.
- 20. UOBM reserves the right to add, delete, suspend or vary these terms and conditions, from time to time, wholly or in part, , by providing twenty one (21) days prior notice to the Cardmembers via posting on UOBM's website, displaying a notice at any of UOBM's branches and/or a statement insert in the Statement of Account.
- 21. UOBM reserves the right to cancel, terminate or suspend the Program with prior notice. For the avoidance of doubt, cancellation, termination or suspension by UOBM of the Program shall not entitle the Cardmember to any claim or compensation against UOBM for any and all losses or damages suffered or incurred by the Cardmember whether as a direct or indirect result of such actions.
- 22. UOBM shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of the Program which is published in any media, marketing or advertising materials.
- 23. UOBM shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Cardmembers resulting directly or indirectly from this Program save for UOBM's gross negligence or willful misconduct specifically related to this Program.
- 24. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.