

# UOB MALAYSIA AUTO BALANCE CONVERSION PROGRAMME TERMS AND CONDITIONS

**Effective October 2021**

## **General**

These terms and conditions ("Terms and Conditions") shall apply to the United Overseas Bank (Malaysia) Bhd's (271809-K) ("UOB Malaysia") Auto Balance Conversion ("ABC") Programme ("the Programme"), and are to be read together with the UOB Malaysia Visa/Mastercard Cardmember Agreement ("Cardmember Agreement").

Unless defined differently in these Terms and Conditions, words and expressions used in these Terms and Conditions will have the same meaning as in the Cardmember Agreement.

## **Eligibility**

1. The Programme is open to selected UOB Malaysia credit cardholders who meet the eligibility criteria in the Programme ("Eligible Cardmembers").
2. Below are the eligibility criteria to enrol with the Programme:
  - i. Malaysian; and
  - ii. Earns a monthly income of less than or equal to RM5,000; and
  - iii. Has made an average repayment of 10% or less of his/her outstanding balances in the past 12 months; and
  - iv. Has a minimum unpaid balance of at least RM1,000.
3. The following persons shall not be eligible for the Programme:
  - i. Persons who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them; and
  - ii. Whose current account held with UOB Malaysia are or in the process of being terminated, closed, delinquent, enrolled into a debt management programme with Credit Counselling and Debt Management Agency (or also known as AKPK) or restructured.

## **Programme**

4. Eligible Cardmembers will be automatically enrolled to the Programme. Under the Programme, Eligible Cardmembers' credit card outstanding balance will be converted into a fixed 36 months instalment plan at 7% p.a. flat interest rate (effective interest rate 12.83% p.a.).

Here is an example to illustrate how the conversion of the Programme will take place for Eligible Cardmembers:-

| <b>Enrolment Date/<br/>Current Statement<br/>Date</b> | <b>Next Statement<br/>Date</b> | <b>Next Statement<br/>Payment Due Date</b> | <b>Conversion Date</b> |
|---|--------------------------------|--|------------------------|
| 1 August 2019   | 1 September 2019               | 21 September 2019                          | 25 September 2019      |

(Conversion of the Programme will only take place in the next statement date)

Statement Balance: RM10,000 (payment due 1 September 2019)

Minimum Payment Due: RM500 (minimum payment must be made for conversion to take place)

Converted Amount: RM9,500 (remaining balance will be converted on 25 September 2019)

Interest Rate p.a.: 7%p.a.

Total Interest amount:  $RM9,500 \times 7\% \text{p.a.} \times 3 \text{ years} = RM1,995$

5. The monthly ABC principle instalment & monthly interest instalment is computed as elaborated below:
  - i. monthly ABC principle instalment (rounded to cents) = converted amount  $\div$  36 months
  - ii. monthly interest instalment (rounded to cents) = converted amount  $\times$  7%p.a.  $\times$  3 years

6. The monthly ABC principle instalment for final month (“Final Principle instalment”) may vary. Due to the rounding precision, the Final Principle Instalment will be generated with an amount equal to the outstanding principle amount, such that the total monthly principle instalment of all instalments is equal to ABC converted amount. Refer to Example 1 below for better understanding:

**Example 1:**

- a. Converted amount is RM9,500

| Converted Amount: RM9,500 (remaining balance will be converted on 25 September 2019)<br>Interest Rate p.a.: 7%p.a.<br>Tenure: 36 months<br>Total Interest amount: $RM9,500 \times 7\%p.a. \times 3years = RM1,995$ |                                       |                                  |                                |
|--|---------------------------------------|----------------------------------|--------------------------------|
| Month  | Monthly ABC principle instalment (RM) | Monthly interest instalment (RM) | Total Repayment per month (RM) |
| 1 <sup>st</sup> to 35 <sup>th</sup> month  | 263.89                                | 55.42                            | 319.31                         |
| 36 <sup>th</sup> month   | 263.85                                | 55.30                            | 319.15                         |

7. Eligible Cardmembers will be notified in advance on their enrolment and conversion of the Programme via SMS.
8. 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. UOB Malaysia will not be liable to the Cardmember for any transactions rejected by merchants due to insufficient Credit Limit.
9. During the repayment period, the amount will be repaid by way of equal instalments (“the Payment Instalment”). The Payment Instalment will be debited immediately from the Credit Card Account following the approval of the Programme application, and will be reflected in the following month’s Statement of Account, and payable in accordance with the Cardmember Agreement. As each Payment Instalment is repaid, the amount equivalent to the payment made will be restored to the Cardmember’s Credit Limit.
10. No additional interest will be imposed if the Payment Instalment is paid in full on or before the Payment Due Date stated in the Statement of Account. If the Payment Instalment is not paid in full on the Payment Due Date, the account will turn delinquent and the prevailing regulated interest rate will be charged on the instalment balance remaining unpaid on the due date in accordance with the Cardmember Agreement until the instalment amount is settled in full.
11. If any or a combination of the following occurs, the total outstanding under the Programme will be immediately due and payable bearing the applicable finance and late payment charges as per Clause 11 of the Cardmember Agreement, and will be payable in accordance with the Cardmember Agreement:
- There is a breach of any of these Terms and Conditions
  - An event of default occurs pursuant to the Cardmember Agreement
  - A delay or failure in paying the Payment Instalment or any sum due under the Programme
  - Failure to pay any money on the due date or to discharge any obligation or liability payable from time to time to UOB Malaysia or for any banking/credit facilities
  - The Programme is terminated for any reasons whatsoever
  - The Credit Card is terminated or the Credit Card Account is closed for any reason whatsoever
  - It becomes impossible or unlawful for UOB Malaysia to make available or continue to make available the Programme.
12. Eligible Cardmembers are allowed to opt-out from this Programme upon receipt of the SMS on the enrolment for this Programme subject to UOB Malaysia’s receipt of a written or verbal notice from the Eligible Cardmembers.
13. Eligible Cardmembers are given 30 days cooling off period for the first conversion.

14. We may assess and convert Eligible Cardmembers' new credit card outstanding balance (if any) after 12 months since the last enrolment, subject to the eligibility criteria set out in clause 2 & 3.
15. There is no penalty for early settlement of any instalment plan.
16. Eligible Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Eligible Cardmembers do not understand
17. To the fullest extent permitted by law, UOB Malaysia expressly excludes and disclaims any representations, warranties or endorsements, expressed or implied, written or oral, without limitation to those published in any mass media, marketing or advertising materials, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this Programme.
18. UOB Malaysia reserves the right to add, delete, suspend or vary these terms and conditions, from time to time, wholly or in part, at its absolute discretion, by providing prior notice to the Eligible Cardmembers via posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches and/or a statement insert in the Statement of Account or any other manner as determined by UOB Malaysia from time to time.
19. UOB Malaysia 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 mass media, marketing or advertising materials. All accessories or equipment that are featured together with the items in any of the mass media, marketing or advertising materials are for decorative purposes only, and do not form part of the items offered to Cardmembers.
20. UOB Malaysia will not be held responsible for and disclaims all liability to any actions, claims, loss, damages, costs, charges, and expenses, which a Cardmember may suffer, sustain or incur by his participation/non-participation in the Programme unless it arises from UOB Malaysia's gross negligence or wilful misconduct specifically related to this Program.
21. UOB Malaysia reserves the right to cancel, terminate or suspend the Programme with prior notice. For the avoidance of doubt, cancellation, termination or suspension by UOB Malaysia of the Programme shall not entitle the Cardmember to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or incurred by the Cardmember whether as a direct or indirect result of such cancellation, termination or suspension, unless it arises from UOB Malaysia's gross negligence or wilful misconduct specifically related to this Programme.
22. 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.

**END**