

## UOB FIXED-PAY BALANCE TRANSFER PROGRAM

### TERMS AND CONDITIONS

These terms and conditions (“Terms and Conditions”) shall apply to all Cardmembers who sign up to the UOB Fixed-Pay Balance Transfer Program 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 Fixed-Pay Balance Transfer Program. 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 the Fixed-Pay Balance Transfer Program (“Program”) to all new and existing principal cardmembers holding Credit Cards issued by UOBM (“Cardmembers”).
2. Under the Program, the Cardmembers may apply to transfer an outstanding balance(s) from his/her principal credit card or charge card issued by other financial institutions licensed under the Financial Services Act 2013 or companies approved by Bank Negara Malaysia to Cardmember’s UOBM credit or charge card held in his/her name Credit Card Account (“Application”).
3. Cardmembers can submit more than one (1) Application under the Program with minimum amount of RM1,000 per Application. UOBM reserves the absolute right to approve or reject the Application and to determine the outstanding balance permissible to be transferred (“Balance Transfer Amount”).
4. The Credit Card Account must be current and in good standing with sufficient available Credit Limit to enable the successful execution of the approved transfer amount.
5. Cardmembers can transfer 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.
6. The corresponding amount of the Cardmembers’ Credit Limit will be reserved for this purpose and the available Credit Limit balance will be reduced accordingly. UOBM shall not be liable to the Cardmembers for any transactions rejected by merchants due to insufficient Credit Limit arising from this.
7. In circumstances where the Credit Card Account that is linked to the Program has yet to be activated by the Cardmembers, the Application shall serve as consent and authorise UOBM to debit the Credit Card Account with the outstanding balance amount transferred.
8. For specific Fixed-Pay Program where there will be a fixed interest calculated on the total outstanding balance amount transferred (“Balance Transfer Interest”) and billed to the Cardmembers’ Credit Card Account upon approval. The amount of the monthly instalment payable shall be the total of the amount transferred and the interest divided by the tenure (in months).

For example: If the Balance Transfer Interest is 6% per annum, a 12 month tenure would have the following monthly instalments, with the first month having a higher amount to enable equal distribution for the rest of the tenure.

<b>Balance Amount Transferred</b>	<b>Fixed Interest (6%)</b>	<b>12 months instalment + Fixed Interest (RM)</b>	
<b>RM</b>	<b>RM</b>	<b>1<sup>st</sup> month</b>	<b>Subsequent months</b>
5000	300	449	441
10,000	600	887	883

For other Fixed-Pay Program where there will be a one time upfront interest calculated on the total outstanding balance amount transferred (“Balance Transfer Upfront Interest”) and billed to the Cardmembers’ Credit Card Account upon approval. The amount of the monthly instalment payable shall be the total of the amount transferred divided by the tenure (in months).

For example: If the Balance Transfer Upfront Interest is 4%, a 12 months tenure would have the following monthly instalments, with the first month having a higher amount to enable equal distribution for the rest of the tenure.

<b>Balance Amount Transferred</b>	<b>Upfront Interest (4%)</b>	<b>12 months instalment (RM)</b>	
<b>RM</b>	<b>RM</b>	<b>1<sup>st</sup> month</b>	<b>Subsequent months</b>
5000	200	424	416
10,000	400	837	833

9. No additional interest shall be imposed if the monthly instalment amount (“monthly due amount”) is paid in full on or before the Payment Due Date stated in the Statement of Account. In the event that the instalment amount is not paid in full on the Payment Due Date, the outstanding balance will 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 until the date of full repayment.
10. Upon the expiry of the Program, the outstanding balance will 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 until the date of full repayment.
11. The outstanding balance amount transferred shall be billed to the Cardmembers on the next statement date following the date of transfer and shall be repayable in accordance with these Terms and Conditions and the Cardmember Agreement.
12. Pending the approval of the Application, the Cardmembers shall continue to be liable to make payment(s) on his/her other Credit or Charge Card Account(s) in accordance with the terms governing the same. UOBM shall not be liable to the Cardmembers for any interest or other charges incurred by the Cardmembers caused by the delay or failure on the part of UOBM in making payment to the other Credit or Charge Card Account(s).
13. Upon UOBM’s approval of the Application, it shall be deemed that Cardmembers have consented to terminate the Auto-Apportionment Payment service (AAP) for Balance Transfer account. If Cardmember wish to retain AAP, Cardmember shall contact UOBM’s Contact Centre (03 - 26128 121) for further assistance.
14. An Early Settlement Fee of RM100 will be charged immediately in the event of any one or a combination of the following occurrences:
  - i. The Cardmembers terminate or discontinue the Program by making full payment prior to the expiry of the Program;
  - ii. The Cardmembers cancel his/her Credit Card Account prior to the expiry of the Program; and/or
  - iii. UOBM terminates or closes the Cardmembers’ Credit Card Account in accordance to the Cardmember Agreement;
15. In the event of an early settlement, there will be no refund of the Balance Transfer Interest or Balance Transfer Upfront Interest charged.

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. Upon closure of the Credit Card Account in accordance with the 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.
19. 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.

20. UNIRinggit Rewards or Smart\$ Rebates will not be awarded under this Program.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.