

UOB BALANCE TRANSFER TERMS AND CONDITIONS

Effective 17th July 2023

General

These terms and conditions (“Terms and Conditions”) shall govern the UOB Balance Transfer (“Program”) offered by United Overseas Bank (Malaysia) Bhd (Company Reg No.199301017069 (271809-K)) (“UOB Malaysia”) and these Terms and Conditions shall be read together with the UOB Visa/Mastercard Cardmember Agreement (“the Cardmember Agreement”).

By participating in the Program, Cardmembers agree to be bound by these terms and conditions and the terms and conditions in the Cardmember Agreement. If there is any inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions will apply for all matters in connection with the Program. Unless defined differently in this Terms and Conditions, the words and expressions used in this Terms and Conditions will have same meaning as prescribed in the Cardmember Agreement.

UOB Balance Transfer Program

Eligibility:

1. The Program is offered to all new and existing Cardmembers whose account(s) are current with sufficient available Credit Limit, valid, subsisting and in good credit standing as may be determined by UOB Malaysia and not in breach of the Cardmember Agreement (“Eligible Cardmembers”).
2. The following are not eligible for the Program:-
 - i. All UOB Malaysia Debit, Corporate, Purchasing and Private Label Cardmembers; and/or
 - ii. Cardmembers whose account(s) are terminated, suspended or cancelled within any time during application of the Program; and/or
 - iii. Cardmembers whose Card accounts(s) with UOB Malaysia are delinquent or unsatisfactorily conducted as determined by UOB Malaysia; and/or
 - iv. Cardmembers who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.
3. When a Cardmember applies for the Program, Cardmember will be deemed to have read and accepted these Terms and Conditions.

Feature of the Program

4. The Program allows Cardmembers to transfer part of or all of its outstanding balance(s) (including fees, accrued interest, finance charges or other charges) as shown in Cardmember's latest account statement(s) from any principal card account of any of the Cardmember's credit card ("Balance Transfer") held in their name issued by other financial institutions licensed under the Financial Services Act 2013 to any Cardmember's Credit Card Account. The Cardmember will be able to consolidate the credit card repayment and repay the outstanding balances under the Program at a flexible repayment plan.

Application

5. Cardmembers may apply for the Program by:
 - i. making a verbal application to UOB Malaysia's telemarketing team; or
 - ii. applying with an application form and submitting the form to our Direct Sales Team who may be situated at mobile roadshows nationwide; or
 - iii. applying with an application form and submitting the form to our branch officers located at UOB branches nationwide; or
 - iv. any other form we prescribe to make such an Application.
6. UOB Malaysia reserves the right to approve or reject the Application and to determine the outstanding balance permissible ("Balance Transfer Amount") to be transferred to the Cardmember's Credit Card Account.
7. Eligible Cardmembers may apply for the Program for an amount of up to 80% of Credit Limit or available Credit Limit, whichever lower of his/her UOB Malaysia Credit Card Account(s) provided that the amount does not at any one time exceed the Credit Limit ("Application").
8. Eligible Cardmembers can submit more than one (1) Application under the Program with minimum amount of RM1,000 per Application and with minimum Program expiry period of 3 months. The minimum amount or the minimum Program expiry period may be varied at any time by UOB Malaysia giving adequate prior written notice on the change.
9. Cardmembers shall provide the following details in their Application:
 - i. The Balance Transfer Amount to be transferred.
 - ii. the Program expiry period /repayment period as agreed by the Cardmembers at a Special Interest Rate (as defined below) ("Special Interest Rate Term"),
 - iii. Details of Cardmembers' other bank credit card held with licensed bank in Malaysia that the approved Balance Transfer Amount is to be transferred to. You are responsible for ensuring the accuracy and completeness of the disbursement account number contained in your instruction. If you had provided an incorrect disbursement account number, will not be liable/responsible to recall any funds so disbursed and in such event, any disbursed funds are recoverable only at the discretion of the recipient bank and subject to the consent of the recipient.
 - iv. Any other details as requested from time to time by UOB Malaysia.

10. Upon approval of the Application under this Program, Balance Transfer Amount shall be subjected to a one time non-refundable upfront interest rate (“Special Interest Rate”) which will be charged immediately.
As an illustration, assuming Cardmember Balance Transfer amount is RM10, 000.00 with Special Interest Rate of 3%, Cardmember will be charged with RM300 upon approval of the Program.
11. For the avoidance of doubt, the Special Interest Rate and the Special Interest Rate Term only applies to the Balance Transfer Amount or any part of the Balance Transfer Amount under this Program.
12. The approved Balance Transfer Amount and the Special Interest Rate will be billed to the Cardmembers Credit Card Account immediately and will be reflected in the Cardmember’s next immediate Statement of Account.
13. The Balance Transfer Amount will be credited based on your instructions provided in Application (regardless of channel) through Inter-Bank Giro (“IBG”) transfer into the relevant Cardmember’s other bank credit card maintained with a licensed bank in Malaysia.
14. Upon approval of the Application, the corresponding amount of the Cardmembers’ Credit Limit will be reserved for this purpose and the available Credit Limit balance will be reduced accordingly. UOB Malaysia shall not be liable to the Cardmembers for any transactions rejected by merchants because of a resulting insufficient Credit Limit. The Credit Limit will be restored progressively in accordance with Balance Transfer Amount approved that has been repaid.
15. 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 UOB Malaysia to debit the Credit Card Account with the outstanding balance amount transferred.
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 UOB Malaysia, in respect of any fees and charges charged or incurred by UOB Malaysia in relation to providing the Program to the Cardmember.
17. The Cardmember consents and agrees that any or other taxes or levies incurred by UOB Malaysia in relation to the Program provided by UOB Malaysia to the Cardmember, shall be borne by and charged to the Cardmember and in the event that UOB Malaysia shall effect payment on the Cardmember’s behalf, the Cardmember shall be liable to reimburse UOB Malaysia for such amounts paid and UOB Malaysia has the right to credit such taxes, duties and levies to the Credit Card Account.
18. Unless stated otherwise, UNIRinggit Rewards or any form of rewards point(s) and/ or cash back will not be awarded under this Program.

Repayment

19. Cardmember will be required to make at least, a monthly minimum payment of 5% per month (or any other rate as determined UOB Malaysia) or Ringgit Malaysia Fifty (RM50) (“Monthly Due

Amount”), whichever is higher by, on or before the Payment Due Date as specified in the Statement of Account in accordance with the terms under Cardmember Agreement. In order to benefit on the Program, the Cardmembers are encouraged to pay more than Monthly Due Amount during the Special Interest Rate Term.

20. No additional interest will be imposed if the Monthly Due 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 Finance Charge of up to 1.5% per month or up to 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.
21. The repayment of the Balance Transfer Amount is based on a reducing balance method.
22. The Special Interest Rate and/or the Special Interest Rate Term cannot be varied without UOB Malaysia’s consent and are subject to approval.
23. The Balance Transfer Monthly Due Amount forms part of the Minimum Payment Due which must be settled by the Cardmember on or before Payment Due Date.
24. Upon the expiry of the Special Interest Rate Term, the Balance Transfer Amount 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.

Early Termination or Cancellation

25. The Cardmember can cancel his/her participation in the Program subject to UOB Malaysia’s receipt of a written or verbal notice from Cardmembers. Cardmembers have to provide notice via the followings:
 - i. mail to uobcustomerservice@uob.com.my; or
 - ii. contacting UOB Malaysia Contact Centre at 03-26128 121 (Kuala Lumpur), 04-2401 121 (Penang), 07-2881 121 (Johor Bahru), 082-287 121 (Kuching) or 088-477 121 (Kota Kinabalu).
26. There will be no (“Early Termination Penalty”) charged to the Cardmembers upon cancellation of the Program.
27. In the event of an early settlement, there will be no refund of the Special Interest Rate charged.
28. Upon closure of the Credit Card Account, this Program shall immediately terminate and the Cardmembers are liable to settle in full all the outstanding balance and fee charges imposed by UOB Malaysia under this Program.
29. 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 UOB Malaysia under any agreement with UOB Malaysia 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 UOB Malaysia 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 Finance Charges of up to 1.5% per month or up to 18% per annum or the prevailing regulated interest rate in accordance with the Cardmember Agreement. Such default shall also entitle UOB Malaysia 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.

- 30. In the event of four (4) or more consecutive instalment default payments, you must immediately pay to UOB Malaysia all monies due and owing under the Program (including any Finance Charges, and total unbilled principal and all other monies due under the Program).

General Terms and Conditions

- 31. Pending the approval of the Application, the Cardmembers shall continue to be liable to make payment(s) on their other Credit Card Account(s) in accordance with the terms governing the same. UOB Malaysia 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 UOB Malaysia in making payment to the other Credit Card Account(s).
- 32. Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.
- 33. To the fullest extent permitted by law and unless due to UOB Malaysia's gross negligence or wilful misconduct, 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 Program.
- 34. UOB Malaysia reserves the right to cancel, terminate, withdraw, add, delete, suspend, extend or vary these terms and conditions (including varying such rate, tenure, manner and time of payment and/or modes of computation in any manner), from time to time, wholly or in part, by providing no less than twenty one (21) days prior written notice (where such requirement is necessary) to the 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.
- 35. To the fullest extent permitted by law, cancellation, withdrawal, suspension, extension or termination by UOB Malaysia of the Program 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, withdrawal, suspension,



extension or termination, unless due to UOB Malaysia's gross negligence or wilful misconduct specifically related to this Program.

36. 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 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.
37. To the fullest extent permitted by law, UOB Malaysia shall 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 the Cardmember's and/or any third party resulting directly or indirectly from this Program unless it is due to UOB Malaysia's gross negligence or wilful misconduct specifically related to this Program.
38. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.