



Cardholder Agreement Terms & Conditions

Terma & Syarat
Perjanjian Pemegang Kad



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In consideration of Hong Leong Bank Berhad (hereafter called "the Bank") agreeing to make available the facilities offered by MasterCard, Visa and/or American Express including affinity and co-branded MasterCard and/or Visa Card (hereafter referred to as "the card") to the individual named (hereafter called the "Cardholder") at the Cardholder's request the Cardholder hereby covenants, undertakes and agrees to the following terms and conditions:-

Clause 1 – Definitions

In this Agreement where the context to admit the following expression shall have the meanings designated unless otherwise distinguished:-

- (a) "Agreement" means the agreement between the Cardholder and the Bank whereby the Cardholder is issued with the MasterCard, Visa and/or American Express by the Bank upon the terms and conditions herein as well as the terms and conditions as contained in the Bank's application forms signed and submitted by the Cardholder to the Bank applying for the issuance of a MasterCard, Visa and/or American Express Card;
- (b) "AMEX" means American Express Limited, a company organised under the State of Delaware, having its principal office at the World Financial Center, New York N.Y. 10285, United States of America of which the Bank is a member institution;
- (c) "Assigned credit limit" means the credit limit assigned by the Cardholder to the Supplementary Cardholder and notified to the Bank;
- (d) "ATM" means automated teller machine;
- (e) "Bank" means Hong Leong Bank Berhad of Wisma Hong Leong, 18, Jalan Perak, 50450 Kuala Lumpur;
- (f) "Billing currency" means the billing currency in Ringgit Malaysia as set out in Clause 9 and includes its abbreviation "RM";
- (g) "Card" means any MasterCard, Visa and/or American Express issued by the Bank under the categories of Classic, Gold or Platinum, such other categories which the Bank may introduce or replace from time to time and shall include cards issued in affiliation or in association with any third party and/or cards issued under any product or select names or reference, and in the light of Clause 20 hereof also includes a Supplementary Card;
- (h) "Cardholder" means the individual named on the card and in light of Clause 20 hereof may include a Supplementary Card;
- (i) "Cardholder's Other Accounts" means the Cardholder's other accounts with the Bank, apart from the MasterCard, Visa and/or American Express and includes Cardholder's joint account with a third party;
- (j) "Current Balance" means the aggregate amount shown as due in the Statement or any other written notice communicated by the Bank;
- (k) "Finance Charges" and "Minimum Payment Due" means the finance charge and the minimum payment due referred to in Clause 14 hereof;
- (l) "Handling charge" and "additional charges" mean the handling charge and additional charges referred to in Clause 8 hereof;
- (m) "Late payment charge" means the late payment charge referred to in Clause 15 hereof;
- (n) "MasterCard International" means MasterCard International Incorporated, a company organised under the State of Delaware having its office and principal place of business at 2000 Purchase Street, Purchase, N.Y. 10577-2509, United States of America of which the Bank is a member institution;
- (o) "MasterCard, Visa and/or American Express Account Number" means the account number allocated to the MasterCard, and/or Visa and/or American Express Card Account and which is embossed on the MasterCard, and/or Visa and/or American Express Card;
- (p) "MasterCard, Visa and/or American Express Card Account" means the Cardholder's MasterCard and/or Visa and/or American Express Card account to which all payments for purchases of goods and/or services and cash advances effected by use of the Card including a Supplementary Card and all annual fees, handling charges, finance charges and/or late payment charges are debited;
- (q) "Merchant" shall include all merchants supplying goods and/or services;
- (r) "Payment Due Date" means the date specified in the Statement by which payment of the Current Balance or minimum payment due must be made by the Cardholder;
- (s) "PIN" means the Personal Identification number of the Cardholder and/or Supplementary Cardholder;
- (t) "Posting Date" means the date on which any transaction incurred by the Cardholder is debited to and recorded in the Statement;
- (u) "Prescribed credit limit" means the credit limit prescribed by the Bank in respect of all the Cardholder's and a Supplementary Cardholder's (where a Supplementary Card has been issued) purchases, cash advances and all other transactions whatsoever, whether or not such credit limit is not notified to the Cardholder or Supplementary Cardholder;
- (v) "Replacement Card" means the Card issued to the Cardholder at the sole discretion of the Bank for the replacement of a lost or stolen card;
- (w) "Statement" means the periodic MasterCard, Visa and/or American Express Card Statement issued by the Bank to the Cardholder which shows the total balance, any finance charges, fees, charges, minimum amount due and the payment due date.
- (x) "VISA" means Visa International Service Association, a company organised under the State of Delaware with its principal office at 3125 Clearview Way, San Mateo, CA 94402, United States of America of which the Bank is a member institution;

Clause 2 – Issue of Card

The Card is issued for use in connection with the facilities made available by the Bank from time to time at its absolute discretion including but not limited to the following:-

- (a) the payment for any purchase of goods and/or services, which may be charged to the MasterCard, Visa and/or American Express Card Account; and/or
- (b) Cash Advances as set out under Clause 13 hereof; and/or
- (c) other facilities, subject to prior written arrangement with the Bank.

Clause 3 (a), (b), (c), (d) & (e) – Compliance and Acknowledgement of Cardholder

Clause 3 (a):

Upon receipt of the Card, the Cardholder shall immediately sign the Card as per the application form submitted to the Bank in the signature space provided thereon and on the acknowledgement of receipt slip and return the said acknowledgement of receipt slip forthwith to the Bank.

Subject to Clause 5(a), in the event the Cardholder's signature on the Card differs from the application form, the Cardholder nevertheless agrees to be liable for all transactions performed via the use of the Card irrespective of whether the signature on the Card, sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record is identical to the signature on the application form or not. Such signature on any of the aforementioned documents will be binding and conclusive evidence of the Cardholder accepting the terms of this Agreement.

The Cardholder acknowledges that the Card may be used in transactions (including but not limited to telemarketing or internet transactions) not requiring a physical signature. The Cardholder understands that he/she must at all times exercise due care in using and storing the Card, not grant or facilitate access to the Card and/or its unauthorised usage and to accompany the Card when it is being processed in respect of a transaction.

Use of the Card shall also be subject to the Bank's prevailing conditions, rules and regulations and all other terms and regulations governing the Cardholder's other Accounts including any regulations or directives on any Malaysian regulatory authority. The Cardholders agree that by using the card and/or maintaining a credit Card Account with the Bank, Cardholder shall be deemed to have accepted the Cardholder's Terms and Conditions as well as confirms that all particulars and information provided by the Cardholder in any application form or otherwise, communicated to the Bank in any manner whatsoever are true and accurate.

Clause 3 (b):

The Card is not transferable and shall be used exclusively by the Cardholder. The Card may not be pledged by the Cardholder as security for any purposes whatsoever.

Clause 3 (c):

In amplification and not in derogation of the above, the Cardholder may at any time terminate the use of the Card by written notice to the Bank and return the Card in halves to the Bank. No refund of the annual fee or any part thereof will be made to the Cardholder. Cardholder shall be and remain liable for any transaction effected through the use of the Card prior to the receipt by the Bank of such written notice of termination and return of the Card cut in halves to the Bank.

The Cardholder understands that notwithstanding any circumstances arising, whether initiated by the Cardholder, Bank or otherwise, as long as the written notice of termination and the return of the Card cut in halves is not received by the Bank, any utilisation and/or liabilities arising in relation to the Card will continue to be borne by the Cardholder.

Clause 3 (d):

The Bank shall not be liable for any act or omission of any merchant establishment including without limitation any refusal to honour the Card, or any defect or deficiency in any goods or services supplied to the Cardholder by the merchant.

The Cardholder shall resolve all complaints, claims and disputes against the merchants with the merchant establishment direct and not through the Bank and the Cardholder undertakes not to enjoin the Bank in any such claims and/or disputes or legal proceedings.

Any claims and/or disputes which the Cardholder may have against the merchant establishment shall not relieve the Cardholder of the obligation to pay the amounts under this Agreement to the Bank, the Cardholder shall not be entitled to deduct or withhold any payment against the Bank due to such dispute or claim with the merchant or any other reason whatsoever.

Clause 3 (e):

The Cardholder remains liable to the Bank for any recurring transactions billed into his/her Card resulting from existing standing instructions/payment arrangements with the merchant establishment(s) involving the Card notwithstanding that the Cardholder has terminated the Card. It is the sole duty and obligation of the Cardholder to cancel or transfer such standing instructions/payment arrangements to another medium of payment prior to the termination of his/her Card. The Bank may but shall not be obliged to reverse these transactions from the Card Account, where the Cardholder provides proof of payment made by him/her to the merchant establishment(s) receiving payment under the standing instructions/payment arrangements.

Clause 4 (a) & (b) – Return of Card

Clause 4 (a):

The Card is and will be, at all times, the property of the Bank and shall be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent. The Bank reserves the right to withdraw or suspend at its absolute discretion, the Card and/or any of the services thereby offered at any time with or without (as it in its absolute discretion deems fit) prior notice and in such circumstances if it so deems fit to terminate use of the Card by the Cardholder. It is further agreed that the Bank is under no obligation whatsoever to reveal the reason for the termination of use of the Card.

Clause 4 (b):

Without prejudice to or limiting or affecting the Bank's rights contained in Clause 4 (a) above, the Bank may withdraw the Card and/or any of the services thereby offered with or without (as it in its absolute discretion deems fit) prior notice and in such circumstances if it so deems fit to terminate the use of the Card whereupon the provisions of Clause 12(b) and (c) shall be applicable notwithstanding that the Bank may have waived its right on some previous occasion upon the occurrences of any or more of the following events:-

- i. If the Cardholder fails or defaults in the payment of any sum of money whatsoever and howsoever payable, including but not limited to the minimum payment due, finance charges, and late payment charges and any other fees and monies and changes, when due and payable by virtue of and in accordance with provisions herein contained whether formally demanded or not;
- ii. if the Cardholder should commit or threaten to commit a default or breach any of the agreements, covenants, stipulations, terms or conditions herein contained on the part of the Cardholder to be observed and performed; or
- iii. if a petition for bankruptcy should be presented or an order be made for any adjudicating and/or receiving order against the Cardholder; or
- iv. if a distress or execution or other process of a court of a competent jurisdiction is levied upon or issued against any property of the Cardholder and such distress, execution or other process as the case may be is not satisfied by the Cardholder within twenty-one (21) days of such order; or
- v. if the Cardholder should have furnished false information or data to the Bank; or
- vi. a receiver being appointed in respect of the Cardholder's assets or any part thereof or a meeting, whether formal or informal being called by the Cardholder's creditor or any of them; or
- vii. if the Cardholder should allow a Judgement debt obtained against him/her to remain unsatisfied for a period of seven days from the date of the order (other than judgement debt on which the Cardholder shall have obtained a stay of execution and filed a Notice of Appeal within the time prescribed by the law); or
- viii. if in the absolute opinion of the Bank, the MasterCard, Visa and/or American Express Card Account and/or Cardholder's Other Accounts with the Bank is or has not operated satisfactorily; or

- ix. if an event or events has or have occurred or a situation exists which should or might in the absolute discretion of the Bank prejudice the ability of the Cardholder to perform his/her obligations under this Agreement or is prejudicial to the Bank's position (without having to divulge the reason thereof); or
- x. if the Principal/Supplementary Cardholder has used his/her credit card(s) for any unlawful activities, including but not limited to illegal online betting and gambling; or
- xi. if the whereabouts of the Cardholder is unknown to the Bank; or
- xii. if the Cardholder shall become insane or die.

Clause 4 (c):

Notwithstanding to any circumstances, whether initiated by the Cardholder, Bank or otherwise, if and when the use of the Card shall be terminated, the whole outstanding balance on the Card Account shall become immediately due and payable to the Bank and all further transactions and/or liabilities debited to the Card Account after the date of such termination including all interests, fees and charges shall become due and payable upon its entry into the Card Account.

Clause 5 (a) & (b) – Theft or Loss of Card

Clause 5 (a):

Save as hereafter provided the Cardholder shall be and remain liable to the Bank for any goods and services supplied by the merchants and cash advances effected through the use of the Card whether or not such usage is authorised by the Cardholder. The Cardholder shall use all reasonable precautions to prevent the loss, theft or misuse of the Card. The Cardholder must report immediately to the Bank and to the police any loss, theft or misuse of the Card and/or disclose of the PIN to any unauthorised person followed by a written confirmation to the Bank together with a copy of the police report. The Cardholder shall be and remain liable to the Bank for any goods or services supplied by merchants and cash advances effected by the use of the Card by any person before the receipt by the Bank of the Cardholder's written confirmation. At the absolute discretion of the Bank, the Bank may resolve that the Cardholder's liability be limited to RM250.00 (or such amounts as may be determined by the Bank from time to time) on proof that the Cardholder had in good faith and with reasonable care and diligence safeguarded the Card and promptly reported its loss to the Bank. The Bank's decision however, shall be deemed final and conclusive and binding on the Cardholder. When the lost or stolen card is found, the Cardholder agrees not to use the Card so retrieved and shall return the same, cut into half, to the Bank immediately upon retrieval of it.

Clause 5 (b):

The Bank will be under no obligation to issue a Replacement Card to the Cardholder following its loss or theft. Any card replacement will be subjected to a Replacement Card Fee of RM50.00 (or such amount as may be determined by the Bank from time to time).

Clause 6 (a) & (b) – Replacement/Renewal of Card

Clause 6 (a):

Upon the expiry of the validity period of the Card or upon any loss and/or theft of the Card or upon any loss and/or theft of the Card or upon discovery that unauthorised person or persons has or have acquired knowledge of the PIN, the Cardholder may request the Bank to issue a Replacement Card and the Bank shall have the right at its sole discretion to accept or to refuse such request without having to assign any reason whatsoever.

Clause 6 (b):

In the event that a Replacement Card is issued, the whole outstanding Current Balance and all other debit entries constituting the Current Balance in the American Express, MasterCard and/or Visa Card Account shall be transferred to the new American Express, MasterCard and/or Visa Card Account.

Clause 7 – Limit of Cash Advances, Purchases and Transactions

- (i) Where a prescribed credit limit which shall be applicable to the aggregate of all purchases, cash advances and all other transactions whatsoever by the Cardholder, has been notified to the Cardholder, the Cardholder shall not exceed the prescribed credit limit unless prior written approval to exceed this limit is obtained by the Cardholder from the Bank.
- (ii) Irregardless of the number of Cards, including Supplementary Cards that may be issued to the Cardholder or to persons nominated by the Cardholder (in the case of Supplementary Cards), the aggregate of all purchases, cash advances or transactions effected under all such Cards shall not exceed the prescribed credit limit. In the case where the Cardholder to whom one or more Supplementary Cards have been issued, has assigned credit limit (which shall not in any event exceed the prescribed credit limit imposed on him by the Bank) to the Supplementary Cardholder and has notified the assigned credit limit to the Bank, aggregate of all purchases, cash advances or transactions effected under the Supplementary Cards shall not exceed the assigned limit.
- (iii) Notwithstanding that a prescribed credit limit may not be notified to the Cardholder, the Bank may at any time at its sole discretion set such a limit for its control purposes without informing the Cardholder.
- (iv) The Bank may at its sole discretion at any time from time to time vary the prescribed credit limit and save and except in the situation set out in this Clause 7(iii), the Bank may at any time notify the Cardholder of the revised credit limit and the revised credit limit shall take effect from the date of the Bank's notice.
- (v) Notwithstanding the aforesaid, the Cardholder shall be liable for all his liabilities including but not limited to all purchases, cash advances and transactions exceeding the prescribed credit limit.
- (vi) The Bank is not duty bound in any way whatsoever to ensure that the prescribed credit limit or the assigned credit limit is not exceeded by the Cardholder or the Supplementary Cardholder as the case may be.
- (vii) The Bank at its sole discretion may decline transactions and is under no obligation whatsoever to reveal the reason for the decline of transactions performed on accounts having a credit balance.

Clause 8 – Other Fees/Charges

Your Card Account is subject to the following fees to be paid by you to:-

- to pay annual fee for the card(s) and for each Supplementary Card(s) when issued or renewed;
- a handling charge is payable to the Bank for the issue of a Replacement Card(s);
- additional charges is payable to the Bank for the provision of copies of sales/cash advance drafts and any further services the Bank may from time to time provide;
- an over-limit fee of RM10.00 will be imposed at each occurrence your card exceeds your assigned credit limit;
- any other charges and fees not specified as the Bank may prescribe from time to time.

All other fees paid to or in connection with the Card to the Bank are non-refundable under any circumstances whatsoever.

Clause 9 – Records of Transaction

The Bank shall be entitled to treat:-

- (i) Any sales draft, transactions record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of the embossed information contained on the Card; and/or
- (ii) the Bank's record of cash advances or of any other transaction effected by the use of the Card including but not limited to transactions effected via mail order or via the telephone; as evidence of a debt properly incurred by the Cardholder to be debited to the American Express, MasterCard and/or Visa Card Account notwithstanding that any such document may not contain the signature of the Cardholder. Such debts if incurred in a currency other than the billing currency shall, before being debited to the American Express, MasterCard and/or Visa Card Account, be converted into the Billing Currency at such rate of exchange as may be conclusively determined by the Bank as at the Posting Date. The Cardholder agrees that the records of the Bank of any transaction whichever effected by the use of the Card shall be conclusive and binding on the Cardholder for all purposes.

Clause 10 (a) & (b) – ATM Transactions

Clause 10 (a):

For the purpose of effecting any cash advances via the ATM, the Bank will provide a PIN for the Card issued to the Cardholder. The Cardholder must not disclose his PIN to any other person under the circumstances. The PIN will be issued and delivered to the Cardholder at the Cardholder's own risk. The PIN is strictly confidential and should not be disclosed to any person under any circumstances or by any means whether voluntarily or otherwise. The Cardholder should not keep any written record of his/her PIN in any place or manner which will enable any third party to use the Card. The Cardholder understands and agrees that failure to comply with this requirement may expose the Cardholder to the consequences of theft and/or unauthorised use of the Card, for which the Bank will not be liable. The Cardholder hereby undertakes to indemnify the Bank and to hold the Bank free from all claims and liabilities from all parties whomsoever, arising from such unauthorised use.

Clause 10 (b):

Where an ATM facility has been incorporated in the Card so that it may be used to effect banking transactions (on any account other than Card Account) by electronic means, whether at automated teller machines ("ATMs"), point-of-sales terminals or otherwise. The use of such facility will be subjected to the Bank's ATM Terms and Conditions then applicable in addition to these Terms and Conditions.

Clause 11 – Overseas Transactions

Card transactions effected in currencies other than Ringgit M'sia will be debited to the Cardholder's account after conversion into Ringgit M'sia, at the exchange rate as determined by Visa International, MasterCard International and/or American Express on the day of conversion. The conversion rate is subject to any transaction fee levied by Visa International, MasterCard International and/or American Express plus an administration cost of 1% (or such amount as may be determined by the Bank from time to time) imposed by the Bank.

Clause 12 (a), (b) & (c) – Statement of Account

Clause 12 (a):

- (i) A Statement for the American Express, MasterCard and/or Visa Card Account will be rendered to the Cardholder once a month or at such other intervals as the Bank may deem fit to the last known address of the Cardholder in the Bank's records and it is hereby agreed that such Statements shall be deemed to have been received by the Cardholder within forty eight (48) hours from the date of posting.
- (ii) Upon receipt of the Statement the Cardholder is deemed to have examined all entries in the Statement.
- (iii) The Cardholder hereby expressly covenants undertakes with the Bank that it shall be his/her duty to report in writing to the Bank any error in the Statement within fourteen (14) days from the date the Cardholder receives or is deemed to have received the Statement.
- (iv) If the Cardholder for any reason whatsoever does not within the aforesaid fourteen (14) days notify the Bank in writing of any error in the Statement then the Cardholder shall be deemed to have accepted the entries contained therein made up to the date of the last entry in the Statement as correct and as final and conclusive evidence of the facts contained therein and the Statement shall be considered conclusive and binding as against the Cardholder and his/her legal representatives and successors and the Cardholder shall therefore be precluded from making any claims against the Bank by alleging that the Statement contains any error.

Clause 12 (b):

Notwithstanding the minimum payment due and the Payment Due Date specified in the Cardholder's Statement the whole of the outstanding balance on the American Express, MasterCard and/or Visa Card Account including finance charges and late payment charges shall become due and immediately payable upon termination of the use of the Bank or the Cardholder under the applicable provisions of this Agreement.

Upon the termination of the use of the Card all monies debited to the American Express, MasterCard and/or Visa Card Account including finance charges and all other charges whatsoever provided herein shall be immediately payable (both before as well as after any court order or judgement).

Clause 12 (c):

Notwithstanding the exercise by Bank of any of its rights hereunder finance charges and late payment charges at the rates stipulated in this Agreement and compounded in accordance with Clause 14(c) hereof shall continue to be chargeable on any sum of money which remains due and unpaid after the exercise of any of the Bank's rights and in the event that judgement is obtained in relation to any sum wherein it is adjudged that any sum of money be paid to the Bank, finance charges and late payment charges as aforesaid shall be payable to the Bank from the date such judgement until the date of full payment of such sum so adjudged to be payable to the Bank.

Clause 13 (a) & (b) – Cash Advances

Clause 13 (a):

The Cardholder may obtain cash advances which is subject to a minimum of RM200.00 or such amount as may be determined by the Bank from time to time at its absolute discretion, by the following means:-

- (i) presenting the Card at any branch of the Bank or of any member institution of AMEX, MasterCard International and/or VISA together with evidence of his identity and signing the necessary transaction record; or

- (ii) use the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM of the said bank or institution (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of such ATM);
- (iii) for all inter-country transactions via ATM and/or any member institution of AMEX, MasterCard International and/or VISA the exchange rates (if applicable) shall be the prevailing exchange rates which shall be determined by the Bank at its sole discretion and all such transactions shall not violate the laws existing in the country where the transactions are done.

Clause 13 (b):

Finance charges will accrue on each cash advance from the date of the advance until repayment in full at the current rate of 18% per annum or at such rate as the Bank may at its sole discretion decide. A fee of 5% or such other rate as may be prescribed by the Bank from time to time shall be imposed on the amount of each cash advance (subject to a minimum of RM20.00 or such amount as the Bank may determine from time to time) and shall be charged to your card account.

Clause 14 (a), (b) & (c) – Finance Charges

Clause 14 (a) (i):

Upon receipt of the monthly Statement, the Cardholder shall pay on or before the Payment Due Date stated in the Statement, the Minimum Payment Due or up to the Current Balance. All unpaid balances and new retail purchase transactions inclusive of finance charges imposed thereon in the manner set out in Clause 14(a)(ii) and late payment charges compounded in the manner set out in Clause 14(c) hereof shall be carried forward to the next Statement or Statements and included in the Current Balance shown therein until full and final settlement of such unpaid balance.

Minimum Payment Due shall be:

- (a) 5% of the Current Balance plus any previous Minimum Payments Due or RM50.00, whichever is higher (or such other percentages or amount as may be determined by the Bank from time to time); or
- (b) where the Current Balance exceeds the prescribed credit limit or the assigned credit limit, the amount in excess of the prescribed credit limit or the assigned credit limit plus 5% of the Current Balance plus any previous Minimum Payment Due (or such other percentage or amount as may be determined by the Bank from time to time).

Clause 14 (a) (ii):

Finance Charges are calculated on a daily basis and shall be computed based on:

- (i) all new retail transactions, commencing on the date immediately following the Payment Due Date after the interest-free period of twenty (20) days (or such other period as may be prescribed by the Bank) from the Statement date provided the current balance of your previous statement is fully paid by Payment Due Date. Otherwise, interest will be calculated from respective Posting Dates;
- (ii) all other transactions and charges, fees, costs and incidental expenses charged to the Cardholder in connection with the use of the Card, commencing on their respective posting dates;
- (iii) the unpaid balance or balances carried forward from previous Statement or Statements, commencing on the respective dates for the computation of finance charges thereon as set out in (i) and (ii) above.

The Finance Charges may vary for each account based on the Cardholder's payment conduct for the past 12 consecutive months.

Cardholder's payment conduct for 12 consecutive months	Finance Charges for the 13th month
Prompt payment for 12 consecutive months	13.5% p.a.
Prompt payment for 10 or 11 months in a 12 month cycle	16.0% p.a.
Cardholder who does not fall within the above categories	17.5% p.a.

Finance Charges computed at the rate and in the manner set out in this Clause 14(a)(ii) shall be payable by the Cardholder before as well as after any court order or judgment until full and final settlement of the amount payable.

Clause 14 (a) (iii):

In the event that the Cardholder fails to pay to the Bank the Minimum Payment Due, the Bank shall be entitled to terminate the use of the Card and the provisions of Clause 12 (b) & (c) shall be applicable.

Clause 14 (b):

All payments for the purchases of goods and/or services and cash advances effected by the use of the Card and all annual fees, handling charges, additional charges, finance charges and/or late payment charges and any other applicable fees and charges will be debited to the American Express, MasterCard and/or Visa Card Account in the billing currency and shall be reflected in the Statement. In amplification and not in derogation of Clause 26, the Bank shall be entitled at its sole discretion by giving prior written notice to the Cardholder to vary the rate or method of calculation of the annual fees, handling charges, finance charges, the minimum payment due and/or late payment charges and any other applicable fees and charges from time to time.

Clause 14 (c):

All unpaid finance charges and late payment charges shall on the date of each statement or at such other intervals as the Bank may at its sole discretion determine be capitalised and added to the principal sum then owing and shall henceforth incur finance charges and late payment charges at the rates aforesaid both before as well as after any court order or judgement, until full and final settlement.

Clause 15 – Late Payment Charges

Notwithstanding Clause 14(a)(iii), if the Cardholder fails to make the total amount due (minimum payment, overdue and overlimit amount) the Payment Due Date, a late payment charge of a minimum of RM5.00 or 1% of the total outstanding balance as at statement date, whichever is higher, subject to a maximum of RM50.00, will be charged for each month so long as the minimum payment due is not paid. The late payment charge shall be treated as liquidated damages and not as penalty. Upon termination of the use of the Card, the late payment charge will continue to be levied for each month both before and after judgement or order until full settlement thereof.

Clause 16 – Balance of Account Due

The Bank shall close the Cardholder's American Express, MasterCard and/or Visa Card Account upon the termination of the use of the Card or any such time thereafter as it deems fit. In connection with such clause of the Cardholder's American Express, MasterCard and/or Visa Card Account and where a credit balance

remains, the following shall apply:-

- (i) where the American Express, MasterCard and/or Visa Card Account has a credit balance of more than Ringgit Malaysia Ten (RM10.00), the Bank, after deducting a refund processing charge of Ringgit Malaysia Ten (RM10.00) or such other amount which may deem fit from time to time, shall arrange for a refund of the balance hereof to be sent by post or by any other means to the Cardholder by way of Cashier's Order or Bank Draft or other mode of payment as the Bank deems fit; and
- (ii) where the American Express, MasterCard and/or Visa Card Account has a credit balance of less than Ringgit Malaysia Ten (RM10.00), the Bank shall be entitled to debit or set off the said credit balance as charges to be incurred for the closure of the Account.
- (iii) The Bank at its sole discretion may decline a refund of monies in the Account which is in credit and may require proof on how the Account became in credit to effect the refund. The Cardholder is duty bound to provide all evidence in relation to the Account and the Bank is permitted to validate the evidence to its satisfaction with any party it deems fit to and the Bank's decision shall be final and binding.

Clause 17 – Application of Payment

All payments to the Bank must be made in the billing currency. Payments by the Cardholder to the Bank shall not be considered to have been made until the relevant funds have been received for value by the bank. All payments by cheques must include inland exchange commission where applicable. Failure to include such inland exchange commission shall entitle the Bank to debit the Cardholder's American Express, MasterCard and/or Visa Card Account or exercise its right of set-off under Clause 21 hereof as the Bank deems fit. Payments made by the Cardholder to the Bank whether by direct debit to the Cardholder's Other Accounts or otherwise will be applied in the following order or in such other order as the bank may at its sole discretion decide:-

- (i) in or towards payment of all finance charges; and
- (ii) in or towards payment of all late payment charges; and
- (iii) in or towards payment of all other fees including legal fees (on a full indemnity basis) and other charges; and
- (iv) finally in or towards repayment of all principal amounts.

Clause 18 – Waiver

The Bank's acceptance of late payments or partial payments or cheques or money orders marked as constituting payment in full or any waiver by the Bank of its rights or indulgence granted to the Cardholder shall not operate to prevent the Bank from enforcing any rights under this Agreement to collect the amounts due hereunder nor shall such acceptance operate as consent to the modification of this Agreement in any respect.

Clause 19 – Payments by Cheques

Cheques paid in by the Cardholder and which have been dishonoured may be returned by messenger or by post to the Cardholder at the last known address of the Cardholder registered in the Bank's records and at the Cardholder's own risk and expense. The Bank shall not be liable to the Cardholder in the event that the dishonoured cheques are lost in transit. For each returned cheque handled by the Bank due to technical reasons or insufficient funds, an administrative charge of RM10.00 and RM100.00 respectively (or such amount as may be determined by the Bank from time to time) shall be levied and payable by the Cardholder. Such administrative charges which may be increased by the Bank from time to time with prior notice shall attract finance and other charges at the rate imposed by the Bank.

Clause 20 (a), (b) & (c) – Supplementary Cards

Clause 20 (a):

The Bank may issue a Supplementary Card to any person nominated by the Cardholder as Supplementary Cardholder and approved by the Bank as such provided that the use of a Supplementary Card by the Supplementary Cardholder is subject to the same terms and conditions herein.

Clause 20 (b):

Notwithstanding that the Supplementary Card may bear a different American Express, MasterCard and/or Visa Card Account number and may have a separate assigned credit limit, the Cardholder shall be liable to the Bank for the use of Supplementary Card under the terms of this Agreement. The Bank shall not hold the Supplementary Cardholder jointly or severally liable for the debts of the Principal Cardholder or Other Supplementary Cardholders but the Supplementary Cardholder remains liable for outstanding balances incurred under his/her Supplementary Card. Upon termination of use of the Card under any circumstances or at the request of the Cardholder the use of all Supplementary Cards shall also be terminated. Where only any one of the Supplementary Cards is to be cancelled, the Cardholder may by written notice advise the Bank forthwith. The said Supplementary Card shall be duly cut in halves and returned by Cardholder, failing which the Bank shall be discharged from any liability or losses incurred or suffered as a result of the said Supplementary Card being used by third parties. The termination of the use of the Supplementary Card will not necessarily terminate the use of the Card.

Clause 20 (c):

All the terms and conditions applicable herein to the Cardholder shall apply mutatis mutandis (that is, with the necessary changes) to the Supplementary Cardholder and for such purposes the term "Cardholder" and the "Card" shall be read and construed as if the terms "Supplementary Cardholder" and "Supplementary Card" were substituted therefore. In amplification of the foregoing, the Supplementary Cardholder confirms that his/her signature written in the manner set out in Clause 3(a) and/or use of the Supplementary Card and/or return of the acknowledgement of the receipt slip shall constitute binding and conclusive evidence of the Supplementary Cardholder entering in the Agreement with the Bank and accepting the terms and conditions herein.

Clause 21 – Set-off

The Cardholder agrees that the Bank may, at any time and without notice, combine and consolidate all or any account(s) of the Cardholder with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing the credit of such account(s) including joint accounts where joint accounts are maintained in the names of the principal and the Supplementary Cardholder in or towards discharge of all sums due to the Bank under any account(s) of the Cardholder with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency and may do so notwithstanding that the balances on such account(s) and the sums due may not be expressed in the same currency and the Cardholder hereby authorises the Bank to effect any such combination consolidation set-off or transfer with the necessary conversions at the Bank's or as the case may be, Hong Leong Bank Berhad's prevailing exchange rates which shall be determined by the Bank at its sole discretion, whichever applicable, as the case may be.

Clause 22 – Indemnity

The Cardholder shall be liable to pay the bank all legal costs (including but not limited to legal cost on a solicitor and client basis), loss, damages, charges, claims and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder. The Cardholder further undertakes to hold the Bank harmless and to indemnify the Bank against any liability for loss, damage, cost and expenses (legal or otherwise) which the Bank may incur by reason of any breach by the Cardholder of the terms of this Agreement, any third party claims in relation to the card or its use or in the enforcement of its rights hereunder. Any sums due from the Cardholder under the card account or this clause, shall be debited to the card account.

Clause 23 – Force Majeure

Without prejudice to any of the provision of this Agreement, the Cardholder agrees not to hold the Bank liable in the event that the Bank is unable to perform in whole or in part any of its obligations under this Agreement, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or due to any factor in a nature of a force majeure. In the event that the Bank is not able to furnish the Cardholder with a Statement pursuant to Clause 12 hereof, for any period of time the Cardholder's liability for finance and other charges shall, nevertheless, continue to accrue and for the purpose of computing the interest payable to the Bank or establishing the due date for payment of interest and principal, the Bank may select any day of the month as the monthly statement due.

Clause 24 (a) & (b) – Disclaimer

- (a) It is expressly agreed and declared by all parties hereto that neither the Bank, AMEX, MasterCard International and/or VISA shall be liable or responsible to the Cardholder and/or any other person(s) for any losses, damages, costs or expenses whatsoever suffered by such person(s) arising out of or in connection with the issue withdrawal/suspension/termination or the use of the Card and/or its related documents and whether resulting from or in consequence of any act or omission by the Bank except in the case of wilful default by the Bank, AMEX, MasterCard International and/or VISA.
- (b) In amplification and not in derogation of the aforesaid, the Bank shall not for any reason whatsoever be liable for damages suffered or loss by the Cardholder under any circumstances whatsoever whether or not such circumstances relate to or arise out of this Agreement including but not limited to non-acceptance for any reasons whatsoever of the Card by any merchant, person or body, non-acceptance by any bank or any member institution of AMEX, MasterCard International and/or VISA for cash advances, rejection of the Card by any ATM, non-renewal, restriction or cancellation of the credit limit or facilities, the listing of such Card number in any cancellation lists or under any other circumstances.

Clause 25 – No Agency or Partnership

The Bank shall not be responsible for the refusal of any merchant or member institution AMEX, MasterCard International and/or VISA to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any merchant. Any complaint by the Cardholder must be resolved directly with the merchant or the member institution of AMEX, MasterCard International and/or VISA may be set-off or counter-claimed against the Bank. Furthermore the Cardholder will not withhold payment to the Bank on account of any such complaint or under any circumstances whatsoever.

Clause 26 – Amendments

The Bank reserves the right to add, delete, alter or amend any of these terms and conditions at any time by giving at least seven (7) business days notice to the Cardholder and such amendments shall become effective on such date as the Bank may elect to adopt. At the discretion of the Bank, notice of such additions or modifications or amendments may be despatched to the Cardholder or by mailing the aforesaid to the Cardholder or by notification in the mass media or by posting up a notice in the Bank's banking hall or the Bank's website at www.hlb.com.my. Such change will apply on the effective date specified by the Bank and will apply to all outstanding balances in the American Express, MasterCard and/or Visa Card Account. Retention or use of the Card after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder.

Clause 27 – Severability

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law the validity, legality and enforceability at the remaining provisions shall not in any way be affected or impaired.

Clause 28 (a), (b) & (c) – Disclosure

Clause 28 (a):

The Cardholder agrees that the Bank may disclose to any merchant, any officer of the Bank and member institution of AMEX, MasterCard International and/or VISA and/or any person or entity and/or any other interested party (including third parties with whom Cards are issued in association or affiliation) information concerning the American Express, MasterCard and/or Visa Card Account and the Cardholder's other Accounts and any other information which may be necessary to facilitate the use of the Card, the processing of any transaction effected through the use of the Card or for the purpose of recovering any monies due and owing from the Cardholder to the Bank.

Clause 28 (b):

The Bank shall have the right to check the credit standing of an applicant for the Card and/or check the credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him. The Cardholder consents to the disclosure of such information pertaining to the Cardholder to any Bank and/or financial institution and/or Central Credit Bureau established by Bank Negara Malaysia and/or AMEX and/or MasterCard International and/or VISA or its successors as is relevant in connection with queries regarding the credit standing of the Cardholder and to the disclosure of Card numbers of the new, renewed or replaced cards to merchants and any other persons.

Clause 28 (c):

HLB is authorised to disclose, use or obtain any information relating to me/us, banking accounts or matters related thereto (including my credit standing) to and/or from any person as HLB may deem necessary without limitation to Bank Negara Malaysia, Biro Maklumat Cek, Central Credit Reference Information System (CCRIS), any authority/body having jurisdiction over HLB or as required by law, directives or guidelines (whether having the force of law or otherwise), companies which are related to HLB by virtue of section 6 of the Companies Act 1965, HLB's lawyers, service providers, debt collection agents, any security party or any third parties (connected with the provision of products and/or services) as HLB may in its absolute discretion deem necessary or expedient.

Clause 29 – Further Documents

The Cardholder undertakes to sign such further documents as may be requested by the Bank from time to time and the Cardholder hereby expressly covenants and agrees that at the election of the bank such further documents may be deemed to take effect retrospectively. The Bank shall be entitled at any time without the consent of the Cardholder to assign the whole or any part of its rights and obligations under this Agreement with or without notice to the Cardholder.

Clause 30 (a) & (b) – Service

Clause 30 (a):

The Cardholder hereby irrevocably consents to the service of any notice under this Agreement or any court process by registered post to the address stated in this Agreement or to the last known address of the Cardholder in the Bank's record and such service shall be deemed effective two (2) days after posting. Service of court process may also be effected by any other manner permitted by the law.

Clause 30 (b):

The Cardholder must promptly notify the Bank in writing of any changes in employment or business or address (office and/or residential) or if the Cardholder intends to be absent from Malaysia for more than 60 days.

Clause 31 – Conclusive Evidence Certificates

A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Cardholder shall be conclusive evidence against the Cardholder in any legal proceedings. Any judgement recovered by the Bank against Cardholder in respect of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.

Clause 32 – Suspense Account

For the purposes of enabling the Bank to preserve intact the liability of the party including the Cardholder once a writ of summons has been issued to or prove in the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank deems fit, the Bank may at any time and place keep for such time as the Bank may deem prudent any monies received, recovered or realised hereunder or under any other security or guarantee to the credit of a separate account in the name of the Cardholder as the Bank shall deem fit without an immediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

Clause 33 – Appointment of Agent

In amplification and not in derogation of its rights under this Agreement, the Bank shall have the right, at its sole discretion, to appoint an agent of its choice to collect all and any sums due to the Bank from the Cardholder under this Agreement. The cost and expenses of such appointment shall be borne by the Cardholder and shall be debited to the card account.

Clause 34 – SMS Reminder

The Bank shall be entitled to at any time at our absolute discretion send the Cardholder reminders in respect of the amount of the Current Balance (Minimum Payment Due) and the Payment Due Date each month ("Reminder"), via short messaging system ("SMS") through the Cardholder's mobile phone (if supported by the Cardholder's phone operator) subject to the relevant terms and charges of the phone operator.

The receipt of each Reminder may be delayed or prevented by factor(s) affecting the relevant service provider(s) or phone operator(s) or currency market(s) or other factors. The Bank does not guarantee the delivery, non-delivery nor accuracy of the contents of each Reminder and shall not be held liable to the Cardholders or any third party for losses or damages arising thereof:

The Bank is entitled to vary or discontinue the Reminder without notice to the Cardholder at the absolute discretion of the Bank.

Clause 35 – Telephone Monitoring and Recording

The Bank is entitled to monitor and record for its own purposes, any calls made with the Cardholder at the Bank's absolute discretion without notice nor approval of the Cardholder.

Clause 36 – Successors

This Agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Cardholder and the bank respectively.

Clause 37 – Reconstruction of the Bank

The obligations and liabilities of the Cardholder shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the bank may for the time being be carried on and shall be available to the company carrying on that business for the time being.

Clause 38 – Time of Essence

Time, whenever mentioned, shall be the essence of this Agreement but no failure to exercise and delay in exercising on the part of the Bank of any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof for the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

Clause 39 – Law Applicable

This Agreement shall be deemed to be a contract under the laws of Malaysia and shall for all purposes be governed by and construed in accordance with the laws of Malaysia and directives of regulatory bodies and the parties hereto hereby agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia or the courts of such other competent jurisdiction as the Bank may in its sole discretion elect to submit and further agree that service of any legal process may be effected in the manner set out herein. The Bank may at its sole discretion elect to file legal proceedings, commence and complete legal proceedings against the Cardholder in the courts in the Federal Territory of Kuala Lumpur or the State of Selangor, irrespective of the Cardholder's place of residence or business or the place where the Card was issued.

Clause 40 – English Version of This Agreement

In the event of any conflict in the interpretation of this Agreement and any translation of it in any language, the English version of this Agreement shall prevail.

1. Extended Payment Plan (EPP) is open to all Hong Leong Bank Berhad's ("HLB") Principal and Supplementary Credit Cardholders ("Cardholder"), except for HLB American Express Cardholders.
2. The EPP is made available to Cardholder(s) whose Credit Card accounts are in good standing (not in default) with HLB at time of EPP application.
3. The EPP is available unless otherwise notified.
4. Cardholder(s) are allowed to apply up to a maximum of 80% of the Cardholder'(s) combined credit limit for EPP transactions, regardless of the number of HLB credit cards held.
5. Cardholder(s) may apply for the EPP by filling up the Direct Debit Authorisation Form or any other methods that may be prescribed by HLB from time to time.
6. The Cardholder shall choose in his/her application to HLB the choice of the EPP tenure, that is either 3, 6, 12, 18, 24 or 36 Months Plan (only applicable to plan offered by merchant).
7. The minimum amount of purchase eligible for conversion under the EPP is as stated in the Direct Debit Authorisation Form. This amount and EPP tenure may be varied by HLB from time to time at its sole discretion.
8. Cardholder(s) who utilise the temporary increase in credit limit amount on the Credit Card for EPP transactions will be charged an additional fee upon expiry of the temporary increased credit limit period if there are any outstanding payments in their permanent credit limit.
9. Upon approval of EPP application by HLB, the full EPP amount together with the processing fees (if applicable) shall be deducted from the Cardholder'(s) existing credit limit. An application for the EPP specified above will be deemed as acceptance by the Cardholder(s) of the terms and conditions herein.
10. A new EPP transaction will be set up and EPP 0% Interest Rate is charged on the EPP amount until the expiry of the respective EPP tenure. After which, normal interest rate of 18% per annum will be charged on any balance in the EPP transaction until the date of full repayment.
11. If at any time the Cardholder'(s) Credit Card account(s) is suspended or terminated, the EPP 0% Interest Rate will be retracted and normal interest rate of 18% per annum will be charged on the outstanding until full repayment.
12. HLB will not be liable for any inadequate, damaged or defective merchandise or be concerned with any dispute by Cardholder(s) with the merchant. Notwithstanding the dispute between Cardholder(s) and the merchant, Cardholder(s) will continue to pay the monthly amount due as per statement to the Cardholder'(s) Credit Card account(s).
13. HLB reserves the right to approve or reject the EPP applications without assigning any reason thereof. Approvals may be subjected to further terms and conditions imposed by HLB at its absolute discretion.
14. HLB also reserves the right to retract the EPP 0% Interest Rate if Cardholder(s) breaches any of the EPP terms and conditions as well as the prevailing terms and conditions governing HLB MasterCard and/or Visa Card Cardholder Agreement.
15. HLB reserves the right at any time without prior notice to Cardholder(s), to add, alter, modify, change or vary the terms and conditions contained herein, wholly or in part at its absolute discretion. Any amendments and/or variation shall be binding on the Cardholder(s) notwithstanding the fact that Cardholder(s) may not have written notice of it.
16. In the event of any discrepancies or disputes in the interpretation of any terms and conditions herein whether in English Language or Bahasa Melayu or in any other language, the English language version shall prevail.

1. The "Balance Transfer/Balance Transfer Plus" ("Program") is open to all new and existing Principal Cardholder(s) of Hong Leong Credit Card(s) ("Cardholder(s)") aged 21 years and above who are principal Cardholder(s) of credit card(s) issued by other Malaysian financial institutions and/or credit card companies approved by Hong Leong Bank Berhad ("HLB") where the billing is in Ringgit Malaysia.
2. New applicant(s) are required to mail the Balance Transfer/Balance Transfer Plus application form ("BT/BT Plus Application Form") duly completed to HLB together with the respective credit card application forms within the Program Period. Existing Cardholder(s) are only required to submit the BT/BT Plus application form.
3. HLB reserves the right to approve or reject the applications submitted by an applicant or Cardholder(s) under the Program without assigning any reason thereof. Approvals may be subjected to further terms and conditions to be imposed by HLB at its absolute discretion.
4. Cardholder(s) may apply to transfer outstanding balances (including principal, accrued interest, finance charges shown in the latest corresponding account(s)/statements(s) from no more than three (3) credit card accounts ("Outstanding Balances") held by the Cardholder(s) with other financial institutions and/or credit card companies ("Other Card Account(s)") to the approved balance transfer account with HLB ("BT/BT Plus Account").
5. The minimum amount for the Balance Transfer/Balance Transfer Plus ("BT/BT Plus") is RM1,000.00 and the maximum amount will be determined by the HLB at its absolute discretion.
6. HLB will notify the Cardholder(s) in writing whether his/her BT/BT Plus application has been approved and the approval limit for the BT/BT Plus ("BT/BT Plus Approved Amount"). Once the BT/BT Plus Approved Amount is determined, a corresponding amount of the Cardholder(s) credit card(s) limit will be earmarked for this purpose and the available credit limit balance will be reduced accordingly.
7. A nominal fee of RM2.00 will be charged for every Interbank GIRO (IBG) transaction.
8. During the Program Period the Cardholder(s) has to pay the minimum due in all his/her credit card account and/or BT/BT Plus Account(s) or RM50.00, whichever is higher and if the Cardholder(s) fails to make payment on or before the due date, the special interest rate will be retracted and interest at 1.50% per month will be charged on the amount outstanding in the credit card account and/or the BT/BT Plus Account from the date after the due date until full payment. Late payment fee of 1% from minimum repayment amount or RM5 (whichever is higher) will be imposed accordingly.
9. HLB also reserves the right to retract the Special Interest Rate if the Cardholder(s) breaches any of the terms and conditions of the Program as well as the prevailing terms and conditions governing HLB Mastercard and/or Visa Card and/or AMEX Cardholder Agreement ("Cardholder Agreement").
10. If the Cardholder(s) fully settles his/her BT/BT Plus Amount before the expiry of the Special Interest Rate Period, an early settlement fee of RM100.00 will be charged to the Cardholder(s)' BT Account.
11. Pending the approval of Cardholder(s) applications under the Program, the Cardholder(s) shall continue to be liable to make payment to his/her other Card Account(s) in accordance with the terms governing the same. HLB shall not be liable for interest on any overdue payment or any finance or other charges incurred as a result of the Cardholder(s) and/or HLB's failure or delay in making payment to the Other Card Account(s).
12. The Program is subject to HLB's prevailing terms, conditions, rules and regulations governing the Cardholder Agreement. In the event of any inconsistencies between the Cardholder Agreement and the terms of the Program, the terms herein shall prevail for the purpose of the Program.
13. Subject to clause 6 above and the total credit limit of the Cardholder(s) credit card account, the Cardholder(s) may apply for a second balance transfer during the Program Period, which again is subject to HLB's approval.
14. HLB reserves the right at any time or from time to time without prior notice to add, alter, modify, change or vary the terms and conditions contained herein, wholly or in part at its absolute discretion, by placing a notice at HLB's banking hall or on its website at www.hlb.com.my
15. In the event of any discrepancies or disputes in the interpretation of any terms and conditions herein in any language, the English language version shall prevail.

1. The "Lifetime 6.99% p.a. Balance Transfer Program" ("Program") is open to all new and existing Principal Cardholder(s) of Hong Leong Bank Gold MasterCard and/or Gold Visa Credit Card ("Cardholder(s)") aged 21 years and above who are principal Cardholder(s) of credit card(s)/charge card(s) issued by other Malaysian financial institutions and/or credit card/charge card companies licensed by Bank Negara Malaysia where the billing is in Ringgit Malaysia.
2. Hong Leong Bank Berhad ("HLB") reserves the right to approve or reject any applications submitted by Cardholder(s) under the Program without assigning any reason thereof. Approvals may be subject to further terms and conditions to be imposed by HLB at its absolute discretion.
3. Pending the approval of Cardholder(s) applications under the Program, Cardholder(s) shall continue to be liable to make payment to his/her other Credit/Charge Card Account(s) with the respective issuing financial institutions and/or companies in accordance with the terms governing the same. HLB shall not be liable for interest on any overdue payment or any finance or other charges incurred as a result of the Cardholder(s) and/or HLB's failure or delay in making payment to the other Credit/Charge Card Account(s) with the respective issuing financial institutions and/or companies.
4. The Program applies only to the first balance transferred to a Cardholder's account. It is not applicable to existing Cardholder(s) who had previously performed other balance transfer transactions.
5. Once the Program's approved amount is determined, a corresponding amount of the Cardholder(s) credit card(s) limit will be earmarked for this purpose and the available credit limit balance will be reduced accordingly.
6. A nominal fee of RM2.00 will be charged for every Interbank GIRO (IBG) transaction.
7. Any other balance transfer transactions made subsequently are subject to HLB's prevailing terms and conditions and standard balance transfer rate(s).
8. The transferred balance is subject to 5% monthly minimum payment or RM50 (whichever is higher). Failure to adhere to this will result in a late payment fee of 1% from minimum repayment amount or RM5 (whichever is higher). It will be charged accordingly.
9. If at any time, the Cardholder's account becomes overdue or delinquent, HLB may at its absolute discretion charge on the outstanding balance or a portion thereof finance charges at the usual rate of 18% p.a. notwithstanding that it is still within the Program's term.
10. HLB also reserves the right to retract the Program's interest rate of 6.99% p.a. if the Cardholder(s) breaches any of the terms and conditions of the Program as well as the prevailing terms and conditions governing HLB MasterCard and/or Visa Cardholder Agreement ("Cardholder Agreement").
11. The Program is subject to HLB's prevailing terms, conditions, rules and regulations governing the Cardholder Agreement. In the event of any inconsistencies between the Cardholder Agreement and the terms of the Program, the terms herein shall prevail for the purpose of the Program.
12. HLB reserves the right at any time or from time to time without prior notice to add, alter, modify, change or vary the terms and conditions contained herein, including the Program's interest rate of 6.99% p.a., wholly or in part at its absolute discretion, by placing a notice on our website at www.hlb.com.my
13. In the event of any discrepancies or disputes in the interpretation of any terms and conditions herein in any language, the English version shall prevail.
14. The Terms & Conditions herein contained shall be governed by and construed in accordance with the laws of Malaysia.

As used herein, the word "Card" means all credit cards (excluding corporate cards) issued by Hong Leong Bank Berhad ("HLB") and "Cardmember" means the holder of a Card. The terms and conditions herein are to apply in conjunction with the "Hong Leong Cardmember Agreement". In the event of any discrepancy or inconsistency between the terms and conditions herein and the terms in the "Hong Leong Cardmember Agreement", the terms of this agreement shall prevail in so far as they apply to Cash-on-Call Service.

1. This Cash-on-Call Service is only opened to all new and existing Principal Cardmembers aged 21 years and above.
2. The Cash-on-Call Service is made available by HLB to all Cardmembers subject to the terms and conditions herein.
3. Only Cardmember whose account is current and in good standing may apply for Cash-on-Call Service. The Cardmember whose application(s) for Cash-on-Call are approved shall be able to draw and receive cash from the Cardmember's existing credit limit for his/her Card.
4. The Cash-on-Call Service allows the Cardmember to draw up to 90% of the Cardmember's existing credit limit (subject to HLB's approval) by the following mode:-
 - (i) Either a cheque issued by HLB and deposited into the Cardmember's savings/ current bank account maintained with HLB or a licensed bank in Malaysia; or
 - (ii) Via internal transfer for Cardmember's bank account maintained in HLB; or
 - (iii) Via inter bank giro (GIRO) transfer to the Cardmember's bank account maintained with other licensed bank in Malaysia at the Cardmember's option.
5. The Cardmember may apply for the Cash-on-Call Service
 - (a) by calling Hong Leong Call Center
 - (b) by completing in full Cash-on-Call application form
6. The Cardmember would not be able to accumulate points for the Cash-on-Call services.
7. The Cardmember shall specify the following:-
 - (i) the amount he/she wishes to draw ("the Cash-on-Call Amount"),
 - (ii) the mode in which the Cash-on-Call Service is delivered to the Cardmember; and
 - (iii) the name of the bank and particulars of the bank account if the Cardmember selects the option for the cheque to be deposited into his/her bank account or transfer by inter bank giro (GIRO).
8. Upon HLB's approval of the Cardmember's application and the disbursement of the Cash-on-Call Amount to the Cardmember, the Cash-on-Call Amount together with the Cash-on-Call Interest thereon for the Cash-on-Call Period as hereinafter defined, shall be deducted from the Cardmember's existing credit limit.
9. An application for the Cash-on-Call Service specified above will be deemed to be acceptance of the terms and conditions herein contained.
10. The approval or otherwise of the Cardmember's application will be subject to:
 - (a) the current standing of the Cardmember's account; and
 - (b) the Cardmember's available credit limit at that time; and
 - (c) at the sole and absolute discretion of HLB.
11. The minimum acceptance transfer is RM1,500.00 and in any case is subject to the Bank's sole and absolute discretion and may be varied by HLB from time to time.
12. A RM25.00 handling fee for each Cash-on-Call application or such amount as may be determined by HLB at HLB's sole and absolute discretion will be charged to the Cardmember's Card Account. .
13. Cardmember shall select in his/her application a period ("the Cash-on-Call Period") for the payment of his/her Cash-on-Call Amount together with the Cash-on-Call Interest (as hereinafter defined).
 - (a) The period for payment of the Cash-on-Call Amount together with the Cash-on-Call Interest shall be 12,18,24,30 or 36 months ("Cash-on-Call Installment Period").
 - (b) During the Cash-on-Call Installment Period, the Cash-on-Call Amount together with Cash-on-Call Interest shall be paid by way of equal monthly installments ("the Cash-on-Call Monthly Installment"). The Cash-on-Call Installment Period shall be as specified by HLB and at the election of the Cardmember. Neither Cash-on-Call Installment Period nor the Cash-on-Call Monthly Installment may be altered. HLB is entitled to and shall charge interest on the Cash-on-Call Amount ("Cash-on-Call Interest") for the Cash-on-Call Installment Period. The Cash-on-Call Interest at 9.88% per annum may be determined and/or subject to change from time to time by HLB at its sole and absolute discretion.
14. The Cash-on-Call Monthly Installment is computed as the sum of the Cash-on-Call Amount and Cash-on-Call Interest divided by the number of months in the Cash-on-Call Installment Period. In the event of any delay or failure to pay the Cash-on-Call Monthly Installment, the terms of the "HLB Cardmember Agreement" shall apply to the Cash-on-Call Monthly Installment as if the amount was a charge from a normal transaction.
15. The sum of the Cash-on-Call Amount and Cash-on-Call Interest shall be billed to the Cardmember on the next statement date following HLB's approval of the Cardmember's application.
16. In the event the Cardmember defaults in any of his/her obligations herein, the terms in the "Hong Leong Cardmember Agreement shall apply.
17. The Cardmember may apply for more than one Cash-on-Call Service subject to the available credit limit.
18. If the Cardmember fully settles his/her Cash-on-Call Amount before the expiry of the Cash-on-Call Installment Period, an early settlement fee of RM25.00 will be charged.
19. On the Cash-on-Call Service default of payment on any monies due under the Card Account or breach of any provisions of the Hong Leong Cardmember Agreement or any of these items and conditions by the Cardmember or cancellation of the Card or termination of the Card Account for whatever reason – all outstanding said installments or balance of monies owing under the Cash-on-Call Service shall immediately become due and payable by the Cardmember and shall at the absolute discretion of HLB be

charged to the Card Account whereupon the "Hong Leong Cardmember Agreement shall apply to all the said installments or balance.

20. In accordance with the "Hong Leong Cardmember Agreement, in the event the specified minimum payment of the Current Balance is not received in full by the Payment Due Date, the applicable late payment charge and finance charges shall be levied on the unpaid amount which include the Cash-on-Call Monthly Installment or part thereof.
21. HLB reserves the right at any time and without notice, prior or otherwise to the Cardmember to add, alter, modify, change or vary all or any of those terms and conditions or to replace wholly or in part the Cash-on-Call Service by another scheme, whether similar or not, or to withdraw it altogether.
22. HLB will not be 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 in the Cash-on-Call Service.

The terms and conditions below are to be read together with the Hong Leong Cardholder Agreement ("the Agreement"). Save and except for the variations set out below, all the terms and conditions of the Agreement shall apply. In the event of any discrepancy or inconsistency between the terms and conditions of the Agreement and the terms of the Hong Leong Essential Credit Card ("essential card"), the terms of this agreement shall prevail in so far as they apply on the essential card.

1. Cash-Back

The essential card earns 1% Cash-Back on all valid Retail Transactions (as defined below).

- (i) Retail Transactions includes all retail transactions both local and international EXCLUDING Cash Advances, Cash-On-Call, Flexi Payment Plan, Balance Transfers, Petrol Transactions, Finance Charges, Late Charges and Annual Fee Payment.
- (ii) The Cash-Back will be calculated at the end of each billing cycle / statement date equals to 1% (rounded down). The cumulated cash-back shall be credited monthly to the credit card account and reflected in the particular month's credit card statement. The cash-back credits may or will be utilized towards any outstanding balances due on the account.
- (iii) The Bank reserve its rights from time to time to revise the Cash-Back percentage at its absolute discretion.

2. Financial Charges

All Cash Advances drawn on the essential card are offered at a preferential rate of 10.8% per annum, calculated on a daily basis, from the date of transactions. If minimum monthly payment is not made on the Payment Due Date or if the Cardholder defaults in payment of any monies due to the Bank under combined credit limits or breaches any agreement with the Bank, then the Bank shall reserve the right to automatically;

- (i) Terminate the preferential rate of 10.8% per annum and charge the interest rate to the standard rate of 18% per annum for cash outstanding balances due and unpaid; and
- (ii) Withdraw the preferential cash advance fee of 2% or minimum RM5 (whichever is higher), and charge the standard rate of 5% or minimum RM20 per transaction (whichever is higher).

3. Cash Advance Fees

The essential card offers a preferential cash advance fee of only 2% per transaction or RM5, whichever is higher. The Bank reserves the right to impose the standard rate of 5% per transaction or RM20 whichever is higher, at its sole discretion as determined from time to time.

4. Reward Points

No Reward Points on the essential card.

5. Special Note

The essential card does not come automatically with a free insurance plan.

6. Product Features Variation

The Bank shall be entitled to at its absolute discretion and from time to time amend, vary or alter any of the product features for the essential card or withdraw the essential card at any time by giving at least 30 days notice to the Cardholder and such amendments shall be effective on such date that the Bank may elect to adopt. Such amendments of the product feature variation shall be notified by the Bank and at the Bank's discretion to the Customer by mail or by notification in the mass media or posting up a notice in the Bank's banking hall or at the Bank's website at www.hlb.com.my.