

INSURANCE – Hong Leong Gold & Platinum Business Credit Card Terms & Conditions

All the expressions herein shall have the same meaning as set out in the Hong Leong Bank Credit Card Services VISA Card/MasterCard Cardholder Agreement except where the context otherwise requires and where expressly stated to the contrary:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires the following words and expressions shall have the meanings respectively set out opposite them:

"Cash Back" means cash earned by the Cardholder in respect of expenditure charged to the Card.

"The card" means INSURANCE-Hong Leong Gold & Platinum Business Credit Card.

"Principal Cardholders" means the Principal Cardholders to which Hong Leong Bank Berhad has issued the Card.

"Supplementary Cardholders" means a holder of a Supplementary Card issued by Hong Leong Bank at the request of the Principal Cardholder.

1.2 Unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:

(a) words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;

(b) words denoting persons shall also include their respective heirs, personal representatives, and successors in title or permitted assigns;

(c) any reference to a sub-clause, clause or party is to the relevant sub-clause, clause or party of and to this Agreement and includes all amendments and modifications made to this Agreement from time to time in force;

(d) any reference to a statutory provision includes any modification, consolidation or re-enactments for the time being in force, and all statutory instruments or orders made pursuant thereto;

(e) the word 'Ringgit Malaysia' and the abbreviation 'RM' mean the lawful currency of Malaysia;

(f) any reference to a 'Business Day' is to a day on which Hong Leong Bank is open for business in Kuala Lumpur;

(g) if any period of time falls on a day, which is not a Business Day, then that period is to be deemed to only expire on the next business day;

(h) the headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained;

2. CASH BACK PROGRAMME

2.1 The Card is applicable to Principal Cardholders and Supplementary Cardholders with active and good conduct of account. The Cardholders shall not be entitled to participate in any other Cash Back programme offered by Hong Leong Bank with respect to the credit cards issued by Hong Leong Bank other than the Card. Further, holders of credit cards issued by Hong Leong Bank other than the Card shall not be entitled to the Cash Back Programme unless determined otherwise by Hong Leong Bank.

2.2 Subject to the terms herein, Cardholders shall be eligible for Cash Back programme in the following manner:

(a) 2% Cash Back Given on AIA LIFE Annual premium transactions:

(i) 2% Cash Back is awarded to Cardholders on AIA LIFE Annual premium single transactions only [which exclude Zero Interest Installment Plan (ZIIP)].

(ii) 2% Cash Back is awarded to Cardholders on AIA LIFE Annual premium Zero Interest Installment Plan (ZIIP) opt for single transaction. The Cash Back given will be calculated based on the remaining balance amount of the Zero Interest Installment Plan (ZIIP).

(iii) 2% Cash Back will be forfeited on AIA LIFE Annual premium single transactions opt for Zero Interest Installment Plan (ZIIP). The Cash Back taken will be calculated base on the total annual premium transaction regardless of during which interval of 12 months that the cardholder opt for single premium transaction.

(b) 0.5% Cash Back Given on retail transactions:

(i) 0.5% Cash Back is awarded to Cardholders who charge an "Approved Retail Transaction" on the Card.

(ii) An Approved Retail Transaction refers to local and international retail purchase(s), online purchase(s) and standing instruction(s) (excluding all AIA Life premium charge, Balance Transfer, Fees & Charges, My Payment Plan, Call for Cash, Cash Advance, referral, refund, disputed, unauthorised or fraudulent retail transactions, government services, interest payment, charges for Cash Advance and any other form of service/miscellaneous fees for purposes of accumulation of Approved Retail Transaction)

(c) The Cash Back is accumulated on a monthly basis by cycle month date, which shall commence from date of issuance of the Card.

(d) There is no maximum Cash Back limit calculated per month.

(e) Hong Leong Bank reserves the right, at any time by providing the Cardholders seven (7) days prior notice and at its sole and absolute discretion to modify and/or alter the Cash Back percentages to the and such modifications and alterations shall be effective on such date or dates as shall be determined by Hong Leong Bank.

Illustration:

Scenarios	AIA Life Premium Transactions	2% Cash Back
1	RM 5,000	RM 100
2	RM 10,000	RM 200
3	RM 25,000	RM 500
Scenarios	Retail Transactions Per Month	0.5% Cash Back
1	RM 3,000	RM 15
2	RM 5,000	RM 25
3	RM 10,000	RM 50

2.3 Hong Leong Bank shall allocate the Cash Back to the eligible Cardholders based on the Principal Cardholders, which are not blocked, cancelled or terminated by Hong Leong Bank.

2.4 Hong Leong Bank shall not be responsible or liable for any inconvenience, loss or damage suffered by a Cardholder as a consequence of, and without limitation to, the

following: -

(a) Any malfunction, defect or error in any card terminal or other systems of authorisation howsoever caused resulting in a failure to determine the total Cash Back in any Credit Card account or a failure to effect or complete any transaction; or

(b) Any delay or inability on the part of Hong Leong Bank to perform any of its obligations pursuant to this Agreement as a result of any electronic, mechanical, system, data processing or telecommunication defect or failure, or any other event outside the control of Hong Leong Bank.

2.5 Hong Leong Bank may at its sole and absolute discretion amend, alter, cancel or replace the Cash Back Programme with alternative customer loyalty programme deemed suitable by it.

2.6 Cash Back Programme is awarded based on the following terms:

(a) Card account is not cancelled, terminated, blocked or exceeded the allocated credit limit by Hong Leong Bank;

(b) Card account is valid and has good credit standing with no default payments in the Cardholder's account;

(d) Cash Back awarded are not transferable to any third party and not exchangeable for cash, credit or kind,

(e) Until the Card programme ends.

2.7 Hong Leong Bank shall have the right at its sole and absolute discretion to vary, modify or amend the benefits or rewards of the Card as stipulated in these Terms and Conditions, including but not limited to, the mechanism for the calculation and award of Cash Back to the Cardholders. Hong Leong Bank shall duly inform Cardholders of such variation, modifications and amendments by letter or any other modes by providing the Cardholders seven (7) days prior notice, and such variation, modifications and amendments shall be effective on the date stipulated in the letter or any other modes of notice to the Cardholders as shall be determined solely by Hong Leong Bank

1. Hong Leong Bank shall not be responsible for any unauthorized redemption or any other transaction involving the Cash Back Programme howsoever arising.
2. Hong Leong Bank's decisions on all matters pertaining to the Cash Back Programme shall be final and binding on all Cardholders.
3. These Terms and Conditions shall prevail over any provisions or representations contained in any brochure or other promotional materials advertising the Cash Back Programme.
4. Hong Leong Bank reserves the right to amend the terms and conditions set out above from time to time and such amended terms and conditions shall be applicable to and binding on, all Cardholders.
5. This terms and conditions shall be governed and construed under the laws of Malaysia and the Cardholders agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.

6. In the event of any ambiguity arising from this terms and conditions, such ambiguity shall be resolved by Hong Leong Bank. Hong Leong Bank's construction of the meaning of any provision and where applicable, its choice of the appropriate provision to be applied to a particular situation, shall be final and binding on the Cardholder.

7. Hong Leong Bank may at any time without liability to the Cardholder, disclose information concerning the Cardholder and/or any transactions undertaken through the use of the Card to:
 - (a) Any authorities, merchants and any member of the institute MasterCard® International Incorporated/MasterCard International; and

 - (b) Any associate or related companies of Hong Leong Bank, its agents, servants and/or such persons as Hong Leong Bank may absolute deem fit, provided that the Co- Brand Cardholder has consented to such disclosure at the point of application; and

 - (c) The Cardholder hereby consents to Hong Leong Bank seeking any information concerning the Cardholder from any authorities, Merchant or such other persons(s) as Hong Leong Bank may from time to time deem fit;
Without prejudice to the generality of Clause 10 herein, the Cardholders hereby consents to Hong Leong Bank to use and share the Cardholders information to help Hong Leong Bank to :-
 - (a) Access financial and insurance risks;
 - (b) Recover debt;
 - (c) Prevent and deter crime;
 - (d) Understand our customers' requirement;
 - (e) Develop and test products and services.