

CIMB 0% Easy Pay Terms and Conditions

The word “**Card**” means any credit cards issued by CIMB Bank Berhad [197201001799 (13491-P)] and CIMB Islamic Bank Berhad [200401032872 (671380-H)] (collectively referred as “**the Bank**”) eligible for CIMB 0% Easy Pay as may be determined by the Bank from time to time. The word “**Cardholder**” means the individual named on the Card and includes any supplementary cardholders. These terms and conditions will apply in conjunction and read together with the provisions set out in CIMB Bank’s Cardholder Terms and Conditions or CIMB Islamic Bank’s Cardholder Terms and Conditions, as the case may be (“**Cardholder Terms and Conditions**”). If there is any discrepancy or inconsistency between these terms and conditions and those contained in the Cardholder Terms and Conditions, these terms and conditions will prevail to the extent it applies to CIMB 0% Easy Pay or EP (defined below). All expressions here will have the same meanings as set out in the Cardholder Terms and Conditions except where the context otherwise requires or where expressly stated to the contrary.

“**CIMB 0% Easy Pay**” or “**EP**” means a monthly instalment payment plan made available to the Cardholder to enable the Cardholder to repay the amounts incurred for his/her purchase of goods and/or services (“**the EP Purchase**”) from merchants approved by the Bank by way of instalment repayments without the imposition of any finance charges/facility charges subject to these terms and conditions.

The term “**adequate prior notice**” shall have the meaning set out in Cardholder Terms and Conditions.

The Cardholder shall be subject to the following terms and conditions if the Cardholder elects for CIMB 0% Easy Pay or EP:

1. EP is open to the Bank’s principal and supplementary Cardholders (except for CIMB’s Platinum Business Cardholder and CIMB’s Fuel Tanker Cardholder or any other Cardholder which the Bank may from time to time exclude upon adequate prior notice to the Cardholder).
2. Only Cardholders with good standing or whose MasterCard and/or Visa Card Account are not in default or in breach of the Cardholder Terms and Conditions are eligible to apply for CIMB 0% Easy Pay or EP. For avoidance of doubt, only the amount incurred within the Cardholder’s original credit limit can be converted to EP. The amount using any additional credit limit granted by the Bank on a temporary basis at the point of purchase cannot be converted to EP.
3. EP is only applicable for purchases made by Cardholders using the Card (“**EP Purchases**”) at selected Bank approved participating merchants (“**EP Merchants**”). For the avoidance of doubt, EP Purchases may be subject to the terms and conditions governing the products and services offered by EP Merchants. EP is not available for cash advance, quasi cash and transactions with cash rebates or double Bonus Points, payment of instalment under other instalment payment facility provided by the Bank or any other banks or financial institutions, and settlement of any annual fee, outstanding balances or charges imposed by the Bank under and/or pursuant to the terms of the Cardholder Terms and Conditions.
4. Subject to any variation or changes as may be determined by the Bank from time to time by giving adequate prior notice to the Cardholder, the Cardholder must meet the minimum spending amount

charged to the Card to qualify for EP. The minimum spending required per purchase transaction depends on the Bank's arrangement with the EP Merchants.

5. The credit limit of the Cardholder's MasterCard and/or Visa Card Account will be reduced by the aggregate amount of the outstanding EP Monthly Instalments (as defined in Clause 6 below) due. As each EP Monthly Instalment is repaid by the Cardholder, the amount equivalent to the EP Monthly Instalment so repaid shall be restored to the Cardholder's credit limit.
6. The Cardholder must choose a tenure for the EP for a minimum of a 3 months period up to 60 months period or such other period as the Bank may determine from time to time ("**the EP Instalment Period**") under CIMB 0% Easy Pay or EP during which time the EP Purchase amount shall be payable by the Cardholder by way of equal monthly instalments ("**EP Monthly Instalment**") during the EP Instalment Period.
7. The EP Instalment Period and the EP Monthly Instalment cannot be altered. The Cardholder shall verify and confirm the availability of the EP, the EP Instalment Period and the EP Monthly Instalment with the EP Merchants before applying for the EP.
8. The Cardholder may participate more than once in the EP subject to the Cardholder's eligibility for the EP upon these terms and conditions.
9. For the avoidance of doubt:
 - (b) Outstanding EP Monthly Instalments are subject to the finance charges/facility charges and late payment charges from the date the EP Monthly Instalment are posted to the Cardholder's Mastercard and/or Visa Card Account in accordance to the Cardholder Terms and Conditions.
 - (b) The Bank reserves the right to vary or change the finance charges/facility charges, late payment charges, by giving the Cardholder at least twenty-one (21) calendar days' prior notice.
10. The EP Monthly Instalment is computed from the sum of the EP Purchase amount divided by the number of months in the EP Instalment Period as follows:

EP Purchase amount

Number of months in the
EP Instalment Period

Each EP Monthly Instalment will be treated as a normal purchase transaction on the Cardholder's MasterCard and/or Visa Card Account and is reflected in the Cardholder's next monthly Statement of Account ("**Statement**") subsequent to such purchase and in each subsequent monthly Statement until all of the EP Monthly Instalment for each EP Purchase has been fully settled.

11. EP Monthly Instalments form part of the Cardholder's minimum payment due and is specified in the Cardholder's Statement. In this respect:

- i) CIMB 0% Easy Pay is a 'zero interest/ facility charges' monthly repayment plan. The amount of each of the EP Monthly Instalments is determined at the time the CIMB 0% Easy Pay is entered into, which is usually at the point of time of purchase, or as indicated in the Cardholder's Statement, and upon the issuance of the Statement, the Cardholder may make (a) payment in full of the outstanding balance appearing in the Statement specified by the Bank or (b) the minimum payment due, on or before the payment due date.
- ii) CIMB 0% Easy Pay is free from interest/facility charges only if the Cardholder settles their outstanding balance in full on or before the payment due date as stated in the Statement. If a Cardholder does not settle in full any particular EP Monthly Instalment as and when those monthly instalment falls due, the Cardholder will be liable for the finance charges/facility charges on the outstanding balance in accordance with the Cardholder Terms and Conditions.
- iii) Subject to the Cardholder Terms and Conditions, the Cardholder may choose not to settle the full amount shown as due in the Cardholder's Statement ("**New Balance**") in which case the Cardholder must, on or before the payment due date specified in such Statement, pay not less than the minimum payment due calculated at 5% of the New Balance or RM50.00 whichever is higher.
- iv) Any unpaid balance arising from the EP Purchases, purchase of goods and/ or services and/ or cash advances as at the Due Date shall be subject to the finance charges/facility charges until full repayment of the outstanding balance in accordance with the Cardholder Terms and Conditions.
- v) The finance charges/facility charges shall be chargeable on the balance that remains outstanding in the Cardholder's MasterCard and/ or Visa Card Account from the preceding monthly billing statement date arising from the EP Purchases, purchase of goods and/ or services and/ or cash advances, which shall be calculated on a daily rest basis.

12. Payments will be applied to settle those balances (i.e. items appearing in the Statement) attracting the highest interest/facility charges first.

13. During the EP Instalment Period, if the Bank is compelled to impose additional costs to sustain the EP by reason of (a) any change in law or regulations which give rise to new or additional taxes, higher reserve requirement or similar cases or (b) a significant change in the monetary situation or economic environment or (c) for any other reason beyond the control of the Bank, the Cardholder agrees to bear such additional cost for maintaining the CIMB 0% Easy Pay or EP. The Bank is irrevocably authorised to debit the MasterCard and/ or Visa Card Account of the Cardholder for such additional cost in accordance with the Cardholder Terms and Conditions and correspondingly adjust the EP Monthly Instalment before the expiry of the EP Instalment Period.

14. The CIMB 0% Easy Pay or EP is valid only up till the EP Instalment Period or any other extended date(s) as the Bank may, as it deems fit specify.
15. The Bank reserves the right to alter, vary, add, delete and/or change any of the terms and conditions herein at any time and from time to time upon giving twenty one (21) calendar days prior notice by way of posting on its website at www.cimb.com.my ("**Website**"), or in any other manner the Bank deems fit and they shall become effective on such date as the Bank may elect to adopt. Cardholders agree to access the Website regularly to view these terms and conditions and to ensure that they are kept-up to-date with any changes to these Terms and Conditions.
16. The Bank also reserves the right to suspend, replace wholly or in part the CIMB 0% Easy Pay or EP by another scheme, whether similar or not, and/or to withdraw the CIMB 0% Easy Pay or EP altogether with adequate prior notice to the Cardholders.
17. In addition to any other rights of the Bank under these terms and conditions, if the Cardholder is in breach and/ or default of the Cardholder Terms and Conditions or these terms and conditions or in the event of cancellation of the Card or termination of the MasterCard and/or Visa Card Account or closure of the MasterCard and/or Visa Card Account for whatever reason, the Bank reserves the right to withdraw or suspend the EP and demand payment of all of the outstanding EP Monthly Instalments together with the accrued finance charges/ facility charges and late payment charges, interest and all other monies under the EP including the total of the unbilled principal amount under the EP. The Bank shall be entitled to debit such sums to the Cardholder's Other Accounts and exercise its remedies available under the Cardholder Terms and Conditions, these terms and conditions and in law.
18. Each of the following events shall constitute an event of default:
 - i) if the Cardholder defaults in any of his/her obligations stated herein or under the Cardholder Terms and Conditions; and/or
 - ii) if default is made in the payment of the finance charges/facility charges and/or EP Monthly Instalment or any sums due thereunder or under the MasterCard and/or Visa Card Account; and/or
 - iii) if the EP shall be terminated; and/or
 - iv) if terms and conditions herein or any part hereof shall at any time for any reason cease to be in full force and effect or valid or shall be declared void, repudiated or frustrated; and/or
 - v) if it becomes impossible or unlawful for the Bank to make available or continue to make available the EP to the Cardholder; and/or
 - vi) if there shall occur any circumstances of any nature which in the Bank's opinion may cause the Bank to be unable to make available or continue to make available the EP to the Cardholder; and/or

- vii) the Card is cancelled or the MasterCard and/or Visa Card Account is terminated.
19. The Bank shall not be liable to any Cardholder or any party for any loss or damage of whatsoever nature suffered by the Cardholder or any party howsoever arising, as a result of the suspension, replacement and/or withdrawal of 4 the CIMB 0% Easy Pay or EP unless the same is caused by the Bank's gross negligence and wilful default (not by reason of complying with any regulatory or court orders).
20. For the avoidance of any doubt:
- i) Nothing contained here will be construed as an obligation on the Bank to extend the CIMB 0% Easy Pay or EP;
 - ii) The Cardholder is obligated to resolve all disputes or differences on the merchantable quality, quantity or fitness for any purpose of the Cardholder's EP Purchases directly with the EP Merchants. The Cardholder acknowledges that the Bank shall not be responsible for any inadequate, damaged or defective merchandise or unsatisfaction or unfulfilled services or be concerned with any dispute between the Cardholder and the EP Merchants. The Cardholder acknowledges that the EP Merchants have been paid the full purchase price for the goods and service and the Cardholder must at all times pay the EP Monthly Instalments as prescribed by the terms herein. Regardless of the existence or otherwise of any dispute, the Cardholder irrevocably authorize the Bank to debit and charge the EP Monthly Instalments and any moneys, fees and charges due and payable to the Cardholder's MasterCard and/or Visa Card Account; and
 - iii) The Bank will not be responsible for and disclaims all liability to any actions, claims, damages, costs, charges and expenses which a Cardholder may suffer, sustain or incur by reason of the Cardholder's enrollment in CIMB 0% Easy Pay or EP.
21. Any term and condition applicable here which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.
22. For feedbacks and/or complaints related to this CIMB 0% Easy Pay or EP, Cardholder may contact CIMB's Customer Resolution Unit bearing the following address, telephone and email address (or bearing such other address, telephone and email address which the Bank may change by notification to the Cardholder): CIMB Bank Berhad / CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan / Tel: 603 6204 7788 / Email: contactus@cimb.com