

CIMB PREFERRED TERMS AND CONDITIONS

1. EXTENSION OF SERVICES

- 1.1 Membership is by way of invitation by the Bank to individuals and / any entity based on the minimum balance or by any other eligibility criteria determined at the discretion of the Bank.
- 1.2 The acceptance and continuance of CIMB Preferred membership will be entirely at the discretion of the Bank.

2. MINIMUM BALANCE

- 2.1 Unless decided otherwise by the Bank, the Customer shall maintain at all times a 'Minimum Balance' defined as:

- (a) A minimum aggregated total Deposit of RM200,000.00 or such other amount as the Bank may determine from time to time maintained under the Customer's sole account or joint account where the Customer is the primary account holder in any one or more of the Customer's Savings, Current and Fixed Deposits accounts with the Bank, OR
- (b) A minimum aggregated total Investment and Deposit of RM200,000.00 or such other amount as the Bank may determine from time to time deposited in any investment and deposit account of the Bank or made with the Bank under the Customer's sole or joint account where the Customer is the primary account holder, OR
- (c) A minimum individual Mortgage (Housing Loan / Business Premise Loan) of RM1,000,000.00 or such other amount as the Bank may determine from time to time which is granted to the Customer.

- 2.2 The Bank may terminate the CIMB Preferred membership upon giving reasonable notice if the monthly average combined balance in the Customer's account fall below the Minimum Balance or if the facility under Clause 2.1 (C) is full settled or terminated.

The Bank may in its absolute discretion extend the CIMB Preferred membership to the person nominated ("the Nominated Person") by the Customer. The Nominated Person must hold either a Deposit or Investment account jointly with the Customer and provided the Customer shall maintain at all times the minimum requirement as follows:

- (a) A minimum aggregated total Deposit of RM250,000.00 or such other amount as the Bank may determine from time to time maintained under the Customer's sole or joint account where the Customer is the primary account holder in any one or more of the Customer's Savings, Current and Fixed Deposits accounts with the Bank, OR
- (b) A minimum aggregated total Investment and Deposit of RM250,000.00 or such other amount as the Bank may determine from time to time deposited in any investment and deposit account of the Bank or made with the Bank under the Customer's sole or joint account where the Customer is the primary account holder.

All terms and conditions stipulated hereinafter shall apply equally to the Nominated Person.

- 2.3 The Bank reserves the right to impose any other fees, charges or levies on any of the services offered upon giving reasonable notice to the Customer. Fees, charges and levies paid by the Customer or deducted from the Customer's account are not refundable.
- 2.4 The Customer hereby authorizes the Bank to debit any of the Customer's account(s) designated for the payment of such fees, charges or levies from time to time and if no account has been designated for this purpose or if the account designated has insufficient funds, the Bank is hereby authorized by the Customer to debit any other account of the Customer for the aforesaid purpose upon giving adequate notice to the Customer. The Customer acknowledges that the membership is personal and non-transferable.

3. COMMUNICATION OF INSTRUCTIONS

- 3.1 The Customer expressly consents and irrevocably authorizes the Bank to act on the instructions of the Customer given by telephone and/ or post, facsimile, which the Bank in its sole and absolute discretion believes emanate from the Customer subject to the Customer:

- (a) giving an indemnity to the Bank in such form and contents as shall be determined by the Bank ; and
- (b) upon strict compliance to the terms and conditions of the said indemnity.

- 3.2 The Customer shall take all reasonable precautions to prevent the unauthorized and fraudulent use of his pin, password and/or other security mechanism, access codes, features or device related to any of his accounts maintained with the Bank (hereafter referred to as 'security access codes'). The Customer shall ensure that the security access codes are not revealed or disclosed to any other persons.

4. TERMINATION OF CIMB PREFERRED ("CP") SERVICES

- 4.1 Failure to maintain the Minimum Balance specified above may lead to termination, restriction or suspension of usage of the CP services by the Customer at the Bank's sole discretion upon adequate notice given to the Customer and/or the Nominated Person.

- 4.2 Termination of usage of the CP services granted to the Customer may also be brought about by the following:

- (a) By the Customer giving written notice to the Bank to terminate the membership; or

- (b) If the Customer defaults in any loans or facilities granted to the Customer by the Bank or by any other financial institutions; or
- (c) Upon death or insanity of the Customer or if the Customer commits an act of bankruptcy
- (d) if there is any change in law or regulation which makes it impossible or unlawful for the Bank to continue to make available the CP services.

- 4.3 The Bank reserves the right at its sole and absolute discretion at any time and from time to time to terminate, amend, modify, revise, restrict or suspend all or any of the CP services made available or to be made available to the Customer upon giving adequate notice.

- 4.4 Notwithstanding the above, the Bank reserves the right to suspend or terminate any or all of the CP services at any time upon giving adequate notice to the Customer without incurring any liability to the Customer.

- 4.5 Immediately upon termination of the CP services whether by the Customer or the Bank, the Recognition Card, relating to and connected to provision of the CP services shall be returned by the Customer to the Bank.

- 4.6 Upon the termination of the CP services, the Customer shall cease to use the same and hereby agreed that the Bank shall have the right to charge the Customer such levies or fees determined by the Bank upon giving adequate notice, in respect of any CP services continued to be used by the Customer notwithstanding the said termination.

- 4.7 The Bank shall not in any circumstances be held liable for any damages suffered or loss incurred by the Customer in respect of any statement, representation, communication made in relation to or arising from the termination, amendment, modification, revision, restriction or suspension of all or any of the CP services made available by the Bank to the Customer.

- 4.8 The usage of the CP services by the Nominated Person will be automatically termination upon termination of the CP services granted to the Customer.

5. CIMB PREFERRED ATM CASH WITHDRAWAL

- 5.1 Where the Customer maintains an Automated Teller Machine Card (ATM Card), under the CP services offered The CIMB Preferred Customer has the option to increase the ATM withdrawal limit up to RM10,000 and this can be done manually at any CIMB Bank ATM.

- 5.2 Third party transfer for CP account cardholders will be capped at a maximum of RM5,000 per day.

6. CREDIT CARD

- 6.1 CP member may apply for a CIMB WORLD/ CIMB Visa INFINITE/ CIMB Enrich Platinum MasterCard / CIMB Preferred Platinum credit card subject to the conditions / requirements set by Bank Negara Malaysia (BNM) and by CIMB Bank Berhad.

- 6.2 In case of joint accounts, the Customer as principal card holder will be entitled to receive a supplementary card to be issued to the supplementary holder as nominated by the principal card holder free of any card issuance fee. Additional credit cards requested by the Customer will be subject to the Bank's prevailing fees and charges. The existing and future terms governing the use of credit cards issued by the Bank shall apply to the principal/ supplementary card holder.

7. CONSOLIDATED STATEMENT

- 7.1 The accounts in the consolidated statement are consolidated by the same mailing address of the respective accounts.

- 7.2 Only participating accounts where the customer is the primary or joint primary holder of the account are included into the consolidated statement.

- 7.3 The consolidated statement is sent automatically to Customer if there are 2 or more participating accounts with the same address. If the Customer does not wish to receive the consolidated statement, the Customer is to inform the Bank accordingly.

8. SMS ALERT SERVICE

- 8.1 The Customer authorizes the Bank to send any account information, updates and reminders pertaining to the Customer's account with the Bank via short messaging service ("SMS") or any other form sent to the mobile number advised by the Customer in the Bank's records including outstanding balance, available balance, overdraft limit, as the case may be, and any other updates that the Bank may make available from time to time.

- 8.2 The Bank provides this service as a convenience to Customer for information purpose only. It does not constitute a bank record for the account to which it pertains.

- 8.3 The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur directly or indirectly arising out of or in connection with the CP services including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted or actual acts of terrorism, outbreak of epidemics, an act of God of any circumstances beyond the Bank's control.

- 8.4 For the Customer's own security, the Bank may suspend SMS Alerts with immediate effect and give notice thereafter when it is reasonably possible if the Bank has reason to suspect the Customer is not receiving the SMS or that someone else is receiving the SMS.

- 8.5 It will be the Customer's responsibility to notify the Bank if the Customer's mobile phone is lost or stolen. Upon such notification, the SMS Alert will be suspended until the Customer informs the Bank of his phone's return or replacement number.
- 8.6 SMS Alerts will continue to be transmitted to the Customer's mobile telephone via foreign telephone networks if the Customer takes his mobile phone abroad. However the Bank does not guarantee the security if the information is transmitted via third network operators.
- 9. CIMB PREFERRED CALL CENTRE & PHONE BANKING**
- 9.1 To ensure that the Bank carries out instructions accurately, all telephone calls between the Bank and the Customer are recorded. The Bank may also monitor calls with the objective of improving its service.
- 9.2 The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur directly or indirectly arising out of or in connection with any service due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted or actual acts of terrorism, outbreak of epidemics, an act of God or any circumstances beyond the Bank's control.
- 9.3 Upon request by the Customer, the Bank is hereby authorized at its sole discretion to release information relating to the Customer's account, exchange rates or interest rates via telephone, telex or facsimile. Such information / rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank.
- 9.4 The Bank is authorized to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the mobile phone advised by the Customer in the Bank's records), telex, facsimile or other means of telecommunication ("collectively, telecommunication instructions") and the Customer agrees that the Bank is authorized to treat any telecommunication instructions which the Bank in its sole discretion believes emanated from the Customer (after taking reasonable steps to verify the identity of the person giving or the source of, the telecommunication instructions) as fully authorized by the Customer and to rely and act on it accordingly, and the Bank shall not be liable to the Customer for any loss or damage arising in the event such telecommunication instructions in fact emanated from unauthorized individuals.
- 9.5 The Bank may (but shall not be obliged to) act on the Instruction without inquiring the identity or authority of the person giving or purporting to give such Instruction or the authenticity of any telephone or e-mail or fax message and may treat the same as fully authorized by and binding on the Customer regardless of the circumstances prevailing at the time of the Instruction or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, and without requiring further confirmation in any form, provided that the Bank officer concerned believed the Instruction to be genuine at the time it was given.
- 9.6 The Bank may (but shall not be obliged to) verify the Instruction with T-pin identifying and such other identification code or questions as the Bank may from time to time specify and Customer shall be responsible for any improper use of such T-pin or identification code.
- 9.7 The Customer undertakes to keep the Bank and its directors, officers, employees, agents and correspondents ("the Bank's Representatives") indemnified against all claims, demands, actions, proceedings, damages, (whether direct or indirect), losses (including consequential losses), costs and expenses incurred by the Bank and/or the Bank's Representatives arising out of anything done or omitted pursuant to any instruction given by the Customer.
- 9.8 Notwithstanding anything herein, the Bank is not obligated to accept and act upon telecommunication instructions to:-
- change in account mandate
 - change of authorized signatories
 - grant of Power of Attorney to another person/entity
 - closure of account(s) and transfer of the remaining balance.
- 10. SECURITY DETAILS**
- 10.1 At the Bank's discretion, the Bank may introduce further security measures to ensure, as far as possible that the telecommunication instructions have been authorized by the Customer.
- 11. JOINT ACCOUNTS AND THIRD PARTY**
- 11.1 The joint account holders of any accounts within CIMB Bank is not authorized to perform any transactions/inquiries through CIMB Preferred phone banking.
- 12. IMPORTANT NOTICE**
- 12.1 The Bank may at its sole and absolute discretion upon giving adequate notice from time to time vary, add to or amend the Terms and Conditions herein.
- 12.2 Notification to the Customer in respect of any such variation, addition or amendment ("the Amendment") shall be effected at the Bank's absolute discretion through any one of the following means of communication, namely, via electronic means or by ordinary mail to the Customer's last known address or by posting a notice regarding the Amendment at each of the Bank's branches and website or by effecting an advertisement regarding the Amendment in one newspaper of the Bank's choice, or by any other means of notification which the Bank may select and the Amendment shall be deemed as binding on the Customer as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.
- 12.3 All statements of account, notices or any other communication sent by post to the Customer at the Customer's last known address stated in the Bank's records shall be deemed to have been duly received by the Customer within three (3) days of posting.
- 12.4 The Customer shall promptly notify the Bank in writing within 14 days from the date the Customer receives or is deemed to have received the statements of account from the Bank of any omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy of any kind whatsoever in the statements of account. Failing which, the Customer shall be deemed to have accepted the entries contained therein made up to date of the last entry in the statements of account as correct, final, conclusive and binding on the Customer of his legal representative and successor. The Customer shall be precluded from making any claims against the Bank by alleging that the statements of account issued by the Bank contained omission, incorrect entries, debits wrongly made, error, discrepancy or inaccuracy.
- 12.5 Time shall be the essence herein but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against the Customer shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 12.6 The illegality, invalidity or unenforceability of any Terms and Conditions shall not affect the legality, validity or enforceability of any other Terms and Conditions herein.
- 12.7 The Terms and Conditions herein shall be subject to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies, in force from time to time. The Customer submits to the exclusive jurisdiction of the Courts of Malaysia.
- 12.8 Notwithstanding anything herein, the Bank's rights and entitlement under this Terms and Conditions shall continue to remain in force and effect and shall survive any termination or suspension of the CP services by the Bank.
- 12.9 The Terms and Conditions herein shall continue to be valid and binding notwithstanding any transfer or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank or any company by which the business of the Bank may for the time being is carried on and/or the Customer's death.
- 12.10 The Terms and Conditions herein stated shall be in addition to and not in derogation of any specific arrangement with regards to the use of the CP services now or hereafter subsisting between the Bank and the Customer or any terms and conditions as may be specified in any letter or notice given by the Bank to the Customer from time to time.
- 12.11 These Terms and Conditions shall be binding upon the heirs, personal representatives and successors-in-title of the Bank and the Customer respectively and the rights and obligations of the Customer herein cannot be assigned for any reasons whatsoever.
- 12.12 All previous terms and conditions, rules and regulations, agreements or arrangements, if any made between the Bank and the Customer, either in writing or verbal in respect of the CP services are hereby cancelled and superseded by these Terms and Conditions.
- 12.13 This Terms and Conditions are in addition and subject to the agreement and/or rules and regulations governing the operation, services, benefits and privileges in relation to and /or arising under the account(s) of the Customer maintained with the Bank.
- 12.14 Where the context so admits, word importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders and vice-versa.
- 12.15 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version or any other versions of these Terms and Conditions, the English version shall prevail. Notwithstanding the aforementioned, where request is made by Customer for the Bahasa Malaysia version of the Terms and Conditions, the Bank shall provide the same to the Customer and if the agreement is entered into on this basis, then the Bahasa Malaysia version of the Terms and Conditions shall prevail.
- 12.16 Complaints related to Preferred membership, Customers may contact CIMB Bank's Customer Resolution Department bearing the following address, telephone, email and facsimile numbers (or bearing such other address, telephone, email and facsimile numbers which CIMB Bank may change by notification to the Customers):
- Contact No. : 03-2619 2380
 - Email Address : cru@cimb.com
 - Address : CIMB Bank Berhad, Level 17,
Menara Bumiputra-Commerce,
11 Jalan Raja Laut, 50350 Kuala Lumpur
 - Fax No. : 03-2691 3248
- 12.17. In the event there are any enquiries, please visit any CIMB Bank branch nationwide, or contact us at 1300 885 300.