

Terms and Conditions: Citibank Balance Transfer Plan

The word "Card" means any credit card issued by Citibank Berhad (Company No. 297089 M) ("**Citibank**") and the word "Cardmember", means the holder of a Card participating in the Balance Transfer Plan or BT (defined below). These terms and conditions will apply in conjunction with the provisions set out in the Citibank Card Terms and Conditions, which will apply here with necessary changes having been made, having substituted new terms and with respective differences taken into consideration, but where there is any inconsistency between the two sets, these terms and conditions will prevail to the extent it applies to the Balance Transfer Plan. All expressions here will have the same meanings as set out in the Citibank Card Terms and Conditions except where the context otherwise requires or where express stated to the contrary.

"**BT**" means the Balance Transfer Plan offered by Citibank, which allows a Cardmember of good credit standing to transfer the whole or part of the Cardmember's Outstanding Balance (as defined below) to any Citibank Card Account held by the Cardmember such that Citibank may pay the whole or part of the Outstanding Balance on behalf of the Cardmember by debiting the Cardmember's Card Account.

"**Outstanding Balance**" means the outstanding balance (including fees, accrued interest, finance charges and other charges) as shown in the latest corresponding statement(s) of account from any principal card account of any credit card held in the Cardmember's name issued by Other Licensed Institution (defined below).

"**Other Licensed Institution**" means any other banks or banking and finance companies situated in Malaysia licensed under the Banking and Financial Institutions Act 1989 which issues credit cards apart from Citibank.

"**Amount Transferred**" means the whole or part of the Outstanding Balance that is actually transferred by Citibank to the Cardmember's Card Account by debiting the Cardmember's Card Account pursuant to the BT.

You agree to the following terms and conditions:

1. The BT is made available to the Cardmember subject to these terms and conditions. Citibank reserves right to, as it deems fit, transfer the whole or part of the Outstanding Balance as applied by the Cardmember.
2. Only Cardmembers who have complied with the Citibank Card Terms and Conditions and who are of good credit standing meaning to say that they have not defaulted in any payment on Payment Due Date, who have not exceeded their respective Card Credit Limits and/or who have not defaulted in any other facilities granted by Citibank are eligible for the BT.
3. Unless waived by Citibank, the Cardmember must submit the latest statement(s) of account from Other Licensed Institutions and other documents that may be required by Citibank to process the application for BT.
4. If approved by Citibank, the Outstanding Balance will be transferred within 14 days of Citibank's receipt of the relevant documents. However, Citibank may postpone or refuse the application for BT on grounds such as the following:
 - a. *if the Outstanding Balance to be transferred exceeds the Cardmember's available Credit Limit under the Cardmember's Card Account;*
 - b. *if the Outstanding Balance does not meet the minimum prescribed BT amount (currently at RM1, 000, unless determined otherwise by Citibank);*
 - c. *if the Cardmember has committed or is suspected of committing any fraudulent or wrongful acts in relation to the use of his/her Card and/or other facilities or service granted by Citibank; and/or*
 - d. *in any event, at Citibank's discretion as it deems fit.*
5. Citibank will notify the Cardmember within 14 days of receipt of the application if the application is successful. If the Cardmember does not receive such notification, it will be deemed that the application is not successfully approved. In carrying out the BT, Citibank will not be responsible to the Cardmember for any penalty, fees, interest or any other charges incurred by the Cardmember to the Other Licensed institution caused by a delay or

failure of Citibank in paying the Outstanding Balance. Citibank will not be responsible for releasing the Cardmember from his/her responsibilities towards the Other Licensed Institution (if any).

6. A debiting of the Cardmember's Card Account with the Amount Transferred will be considered to be a utilization of the Cardholder's existing available Credit Limit. For the avoidance of any doubt, the Cardholder's Credit Limit will be made available to the Cardmember again upon a repayment of the Amount Transferred, subject to these terms and conditions.
7. Subject to Clause 11 below, the Amount Transferred will be subject to the Special Interest Rate (as defined in Clause 8 below) from the date of posting of the Amount Transferred in Citibank's records for the whole of the said Special Interest Rate Term.
8. "Special Interest Rate" means the effective interest rate that Citibank may specify and publish and is applicable to the Amount Transferred at the time the BT is applied for. The "Special Interest Rate Term" means the period of time during which the Special Interest Rate is applicable to the Amount Transferred, as specified and published by Citibank.
9. (1) Notwithstanding the applicability of the Special Interest Rate and Special Interest Rate Term, the Cardmember will still be responsible to pay the Specified Minimum Payment of 5% of the outstanding balance of the Amount Transferred in accordance to the Citibank Card Terms and Conditions. Once BT is successfully approved, any other card transactions (excluding cash advance) you make within the same month of BT approval will not incur finance charges if there is no outstanding balance from the previous month's statement of account.

(2) For the avoidance of any doubt, once the Amount Transferred is reflected on your statement of account, the applicable finance charges will be imposed on your other card transactions from their respective posting date(s) (or on transaction date for cash advance) until date of full payment of all transactions including the Amount Transferred (together with interest at the Special Interest Rate).
10. The Amount Transferred is treated as a cash advance as referred to in the Citibank Card Terms and Conditions. Citibank is entitled to charge finance charges at the rate of 1.5% per month (18% per annum) on the interest due on the Amount Transferred from the date of approval of the BT.
11. The Cardmember is at liberty to make repayments on a flexible basis, however if the Cardmember fails to pay the Specified Minimum Payment under the Citibank Card Terms and Conditions for 3 or more consecutive months or if the Cardmember cancels his Card, Citibank is entitled to charge finance charges at the rate of 18% per annum (or 1.5% per month) on the whole or part of the Amount Transferred which is overdue even though during the Special Interest Rate Term. However, without prejudice to Citibank's rights under the Citibank Card Terms and Conditions, Citibank can still exercise its rights under the Citibank Card Terms and Conditions on the whole or part of the outstanding balance.
12. The Amount Transferred in accordance with the BT will not earn Rewards Points and/or cash rebates even though the Card held by the Cardmember may normally earn Rewards Points or the Card is a cash-back credit card.
13. All matters of disputes are subject to the final decision of Citibank.
14. Despite the provisions relating to respective rates, the manner and time of payment and modes of computation referred to here, Citibank is entitled at any time and from time to time to vary such rates, manner and time of

payment and/or modes of computation in any manner by giving notice to the Cardmember. Without prejudice to the provisions set out in the Citibank Card Terms and Conditions on Communications, the manner of notice, time of effect and the effect of such variation would be in accordance with Clause 15 below.

15. Citibank reserves the right to, as it deems fit, vary or change these terms and conditions from time to time with prior notice by posting on Citibank Online found at www.citibank.com.my ("Website") or in any other manner which Citibank deems suitable. Cardmembers agree to access the Website regularly to view these terms and conditions and to ensure that they are kept-up to-date with any variation or changes to these terms and conditions.
16. To the full extent permitted by law, Citibank will not be responsible for and disclaims all liability to any actions, claims, damages, costs, charges and expenses which the Cardmember may suffer, sustain or incur by reason of the Cardmember's enrollment in BT.
17. Citibank reserves the right to, describe any of the expressions stated here in a different manner in the statement of account but such descriptions in the statement of account will not be construed against Citibank as having a different meaning stated here.
18. These terms and conditions will be governed by and construed under the laws of Malaysia.