

CIMB PREFERRED PREFERENTIAL RATES TERMS AND CONDITIONS

These CIMB Preferred Preferential Rates Terms and Conditions (“**Terms and Conditions**”) shall be read and construed together with the CIMB Preferred Terms and Conditions.

Eligibility for CIMB Preferred Preferential Rates

1. The CIMB Preferred Preferential Rates (“**Preferential Rates**”) are offered to all new and existing CIMB Preferred customers (“**Customers**”) of CIMB Bank and CIMB Islamic Bank who fulfil the eligibility requirements in Clause 3 below.
2. Preferential Rates are accorded to Customers in accordance with their CIMB Preferred Preferential Rates tier category (“**Tier**”) set out in Table 1.
3. Customers must fulfil Requirements 1 and 2 below (simplified in Table 1) in order to be eligible for Preferential Rates and a Tier. If Customers do not meet both requirements, Preferential Rates and a Tier will not be accorded. For avoidance of doubt, Customers must already hold or have existing AUM or CUM (both terms defined below) under Requirement 1 before Preferential Rates can be accorded.

Table 1: Requirements for Preferential Rates

Tier	Requirement 1		Requirement 2 WM & CASA/-i Balance
	Requirement 1a AUM	Requirement 1b CUM	
Private Wealth	RM1 million and above	RM3 million and above	RM500,000 and above
Preferred	RM250,000 and above	Home Loan / Financing /-i or Business Premises Loan / Financing /-i : RM1 million and above Auto Financing: RM300,000 and above	No requirements

- a. Requirement 1 consists of Requirement 1(a) or Requirement 1(b).
 - i. Requirement 1(a): AUM means Assets Under Management and is defined as the total amount:
 - (a) deposited in any deposit account(s) with CIMB Bank and/or CIMB Islamic Bank (“**Deposits**”) under the Customer’s sole or joint account (for joint account, the Customer must be the primary account holder); and/or
 - (b) invested in selected investment product(s) of CIMB Bank and/or CIMB Islamic Bank (“**Investment**”) under the Customer’s sole or joint account (for joint account, the Customers must be the primary account holder); and/or

- (c) purchased/participated in selected Life Insurance products of CIMB Bank based on cumulative first year annualised premium and/or Family Takaful products of CIMB Islamic Bank based on the cumulative first year annualised contribution (“**Bancassurance/Bancatakaful**”) where the Customers are the policy/certificate/contract owner.

For the avoidance of doubt, if the Customers’ Bancassurance/ Bancatakaful ceases to be in force, all previous cumulative annualised premium and/or cumulative annualised contribution will be excluded for the purpose of the AUM.

The selected Investment and Bancassurance/ Bancatakaful product(s) can be viewed at the CIMB Bank’s website at www.cimbpreferred.com.my. AUM will be calculated using the average of the Customer’s last three (3) months month-end balance

Total Investment + Bancassurance/ Bancatakaful will collectively be referred to as Wealth Management (“**WM**”).

- ii. Requirement 1(b): CUM means Credit Under Management and is defined as the total outstanding balance of all loan and/or financing products granted to the Customer by CIMB Bank and CIMB Islamic Bank. CUM refers to the Customer’s total outstanding balance at the end of the previous month. For joint accounts, only the principal customer’s (who must be the Customer) total outstanding balance will be taken into account.
 - b. Requirement 2 is the aggregated total of WM and Current Account/-i / Savings Account/-i (“**CASA/-i**”) balance) (“**WM & CASA/-i Balance**”) held by the Customer at CIMB Bank and CIMB Islamic Bank. The WM & CASA/-i Balance is calculated as Total WM + Total CASA/-i based on the average of the Customer’s last three (3) months month-end balance.
4. Customer’s Tier may be upgraded by CIMB Bank / CIMB Islamic Bank on a monthly basis, or as and when determined by CIMB Bank / CIMB Islamic Bank, subject to fulfilment of the Requirements 1 and 2 in Clause 3. If the Customer fails to maintain the Requirements for a particular Tier, the Customer’s Tier will be downgraded by CIMB Bank / CIMB Islamic Bank on biyearly basis, or as and when determined by CIMB Bank / CIMB Islamic Bank from time to time.
 5. Qualified CIMB Bank and CIMB Islamic Bank staff are eligible for Preferential Rates if the requirements set out in Clause 3 are met.

Sample Scenarios of CIMB Preferred Preferential Rates and Tier category

No.	AUM	CUM	WM & CASA/-i Balance	Customer’s CIMB Preferred Preferential Rates Tier Category
1	RM1 million	Nil	RM500,000	Private Wealth

2	RM1 million	Nil	RM400,000	Preferred
3	RM250,000	Nil	RM250,000	Preferred
4	RM100,000	Home Loan / Financing /-i or Business Premises Loan / Financing /-i: RM1 million	Nil	Preferred
5	Nil	Home Loan / Financing /-i or Business Premises Loan / Financing /-i: RM500,000	Nil	Not eligible
6	RM200,000	Auto Financing: RM100,000	Nil	Not eligible

- (a) In scenario 1, Customer is eligible for Preferential Rates and is accorded with the Private Wealth Tier.
- (b) In scenario 2, Customer is eligible for Preferential Rates and is accorded with the Preferred Tier.
- (c) In scenarios 3 and 4, Customers are accorded with the Preferred Tier and eligible for Preferential Rates on new product(s) that is signed up after the Tier granted to Customer (existing product(s) that was signed up before the Tier is granted to Customer will not be entitled to Preferential Rates) with CIMB Bank or CIMB Islamic Bank in accordance with clause 6 below.
- (d) In scenarios 5 and 6, Customers are not eligible for any Tier.
6. The following may lead to the Deposits, loan/financing, Investment or Bancassurance/ Bancatakaful product(s) being disqualified from balance calculation to determine the Customers' AUM/CUM/WM & CASA/-i Balance pursuant to Clause 3, before and after a Tier is granted to the Customers:
- (a) the Customers' deposit account(s), loan/financing or investment product(s) with CIMB Bank/ CIMB Islamic Bank:
 - (i) is not in good standing; or
 - (ii) is suspected by CIMB Bank/CIMB Islamic Bank to be used for any fraudulent activities; or
 - (iii) is in the opinion of CIMB Bank/ CIMB Islamic Bank has been unsatisfactorily conducted; or
 - (b) the name of the Customers appears in any alerts or warnings issued by the relevant authorities, or other local or international authorities; or
 - (c) CIMB Bank/ CIMB Islamic Bank is of the reasonable opinion that any information/ documents provided to CIMB Bank/ CIMB Islamic Bank is false and/or incorrect and/or tampered and/or there has been a misrepresentation of identity; or
 - (d) upon the death or insanity of the Customers or if the Customers commit an act of bankruptcy; or
 - (e) the Customers are in breach any of these Terms and Conditions; or

- (f) the Customers are in breach of any terms and conditions governing the deposit account(s), loan/financing, or investment product(s) I with CIMB Bank/CIMB Islamic Bank; or
- (g) the Customers' Bancassurance/Bancatakaful ceases to be in force and/or the Customers are in breach of any terms and conditions governing the Bancassurance/Bancatakaful,
- (h) if there is any change in law or regulation which makes it impossible or unlawful for CIMB Bank /CIMB Islamic Bank to continue the Customers' Tier.

Other Terms and Conditions on Preferential Rates

- 7. Preferential Rates for the various products are published on the CIMB Preferred website at <https://www.cimbpreferred.com.my>. Preferential Rates shall only be accorded for new product(s) and not for any existing product(s) held by Customers.
- 8. There are specific terms and conditions for products as listed in Schedule 1 below, which shall be read and construed together with the respective product's full terms and conditions. In the event of inconsistency between the two, the product's full terms and conditions shall prevail.
- 9. Customers are entitled to apply for Preferential Rates for as many products with no ceiling limit unless expressly stated otherwise. However, Customer's application for any loan or financing products are still subject to CIMB Bank's or CIMB Islamic Bank's credit approval and Margin of Finance (MOF) rules.
- 10. Preferential Rates are not available for online applications.
- 11. Preferential Rates are granted on a standalone basis and are not applicable with any other campaign, discount, rebate or offer unless specifically stated otherwise.

General Terms and Conditions

- 12. The Customers agree that by applying for Preferential Rates, they:
 - (a) have read, understood and agreed to be bound by these Terms and Conditions;
 - (b) consent to CIMB Bank/ CIMB Islamic Bank processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice at www.cimb.com.my;
 - (c) agree that all decisions fairly and reasonably made by CIMB Bank/ CIMB Islamic Bank in relation to every aspect of Preferential Rates shall be final, binding and conclusive; and
 - (d) agree that CIMB Bank/ CIMB Islamic Bank shall not be liable or held responsible to Customers if CIMB Bank/ CIMB Islamic Bank is unable to perform in whole or

in part of any of its obligations in these Terms and Conditions attributable directly or indirectly to:

- (i) the failure of any mechanical or electronic device, data processing system or transmission line;
- (ii) electrical failure;
- (iii) industrial dispute, war, strike or riot;
- (iv) any act of God beyond CIMB Bank's / CIMB Islamic Bank's control; or
- (v) any factor in a nature of a force majeure which is beyond CIMB Bank's / CIMB Islamic Bank's reasonable control.

13. CIMB Bank/ CIMB Islamic Bank reserves the right to vary, add, delete or amend these Terms and Conditions ("**Amendment**") by giving twenty-one (21) calendar days' prior notice to the Customers via:

- (i) announcement at CIMB Bank's / CIMB Islamic Bank's website; or
- (ii) notice at CIMB Bank's/ CIMB Islamic Bank branches; or
- (iii) by any other means of notification which CIMB Bank / CIMB Islamic Bank may select.

For avoidance of doubt, CIMB Bank/ CIMB Islamic Bank shall not be liable to the Customers for any losses, damages, costs or expenses as may be suffered or incurred by the Customers as a direct or indirect result of any Amendment.

14. The Amendment shall be deemed binding on Customers from the date of notification of the Amendment or from such other date as specified by CIMB Bank/ CIMB Islamic Bank in the notification.
15. The Customers acknowledge and agree to access the CIMB Preferred website at regular intervals to view these Terms and Conditions and to ensure that they are kept up-to date with any variation to these Terms and Conditions.
16. These Terms and Conditions, as amended from time to time shall prevail over any provisions or representations contained in any other materials advertising Preferential Rates.
17. CIMB Bank/CIMB Islamic Bank reserve the right to add products or change the Preferential Rates with immediate effect upon notice by CIMB Bank/CIMB Islamic Bank.
18. CIMB Bank / CIMB Islamic Bank shall not be liable to Customers or any party for any loss or damage (including but not limited to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from:
- (a) the Customers' application for any Preferential Rate; and/or
 - (b) any non-receipt or delayed receipt by Customers of any communication relating to Preferential Rates;

unless such loss or damage arises from and is caused directly by CIMB Bank's / CIMB Islamic Bank's gross negligence or willful default.

19. These Terms and Conditions are subject to any prevailing laws, guidelines, directives, notices, regulations enacted and/or any other written laws issued by Bank Negara Malaysia or any other body having supervisory authority over CIMB Bank / CIMB Islamic Bank.

20. (a) Customers may contact CIMB Bank's / CIMB Islamic Bank's Customer Resolution Unit for any feedback and/or complaint in relation to Preferential Rates via letter, phone call or email at the following contact details:

Address: P.O. Box 10338, GPO Kuala Lumpur, 50710 W.P.
Preferred Call Centre: +1 300 885 300 (local) or +603 2295 6888 (overseas)
E-mail: contactus@cimb.com

- (b) CIMB Bank / CIMB Islamic Bank may change the contact details above by notifying Customers by way of announcement on CIMB Bank's / CIMB Islamic Bank's website or by any other means of notification which CIMB Bank / CIMB Islamic Bank may select.

21. CIMB Bank / CIMB Islamic Bank will not be responsible for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application or related correspondence on Preferential Rates whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise unless the same is caused directly by CIMB Bank's or CIMB Islamic Bank's gross negligence or wilful default.

22. Any query, feedback, concern, issue or complaint pertaining to Islamic products should be directed to CIMB Islamic Bank. CIMB Islamic Bank as the provider of the Islamic products shall attend to any matter relating to its products.

23. CIMB Bank/ CIMB Islamic Bank will review the Customer's Tier on a regular basis and reserves the right to discontinue the Customer's Tier at any time.

24. Termination of Tier and all the benefits and privileges granted to the Customers may also be brought about by the following:

- (a) the Customers' deposit account(s), loan/financing and investment product(s) with CIMB Bank/ CIMB Islamic Bank:

- (iv) is not in good standing; or
- (v) is suspected by CIMB Bank/CIMB Islamic Bank to be used for any fraudulent activities; or
- (vi) is in the opinion of CIMB Bank/ CIMB Islamic Bank has been unsatisfactorily conducted; or

- (b) the name of the Customers appears in any alerts or warnings issued by the relevant authorities, or other local or international authorities; or

- (c) CIMB Bank/ CIMB Islamic Bank is of the reasonable opinion that any information/ documents provided to CIMB Bank/ CIMB Islamic Bank is false and/or incorrect and/or tampered and/or there has been a misrepresentation of identity; or
- (d) Customers giving written notice to CIMB Bank/ CIMB Islamic Bank to terminate the Tier; or
- (e) upon the death or insanity of the Customers or if the Customers commit an act of bankruptcy; or
- (f) the Customers are in breach any of these Terms and Conditions; or
- (g) the Customers are in breach of any terms and conditions governing the deposit account(s), loan/financing, investment or Bancassurance/ Bancatakaful product(s) with CIMB Bank/CIMB Islamic Bank; or
- (h) if there is any change in law or regulation which makes it impossible or unlawful for CIMB Bank /CIMB Islamic Bank to continue the Customers' Tier.

SCHEDULE 1: Product Specific Terms & Conditions

a) Home Loan/ Home Financing

- Applicable for both conventional and Islamic financing packages: Home Loan / Home Financing, Home Flexi / Flexi Home Financing-i, HomeFlexi Smart/ HomeFlexi Smart-i and all packages offered under residential loan / financing.
- Additional 10bps (0.10%) for Conventional Home Flexi Loans.
- Applicable for all types of completed or under-construction residential properties, both landed and non-landed.
- Applicable for refinancing from other financial institutions.
- Not applicable for refinancing of CIMB loans and/or financing.
- For joint customers, any one of the joint customers must be eligible for Preferential Rates. If the joint customers are in different Tier, the highest Tier shall prevail.
- The prevailing Margin of Finance (MOF) rules shall apply.
- The minimum loan/financing amount is RM300,000 for Preferred Tier.
- There is no minimum loan/financing amount for Private Wealth Tier.
- Does not cover Zero Moving Cost (ZMC) packages.

b) Business Premises Loan/ Business Premises Financing

- Applicable for both conventional and Islamic financing packages: Business Premises Loan / Business Premises Financing, Term Loan, Term Financing-i, BizFlexi Smart/-i & BizFlexi/-i
- Additional 10bps (0.10%) for Conventional BizFlexi Loans.
- Applicable for all types of completed or under-construction commercial & industrial properties, i.e shoplots, warehouse, factories & industrial (excluding SOVO, SOLO & similar)
- Not applicable for refinancing including loans/financing from CIMB Bank / CIMB Islamic Bank.
- For joint customers, any one of the joint customers must be eligible for Preferential Rates. If both joint customers are in different Tier, the highest Tier shall prevail.
- The prevailing Margin of Finance (MOF) rules shall apply.
- The minimum and maximum loan/financing amount per application are RM250,000 and RM3.0 million respectively.
- Does not cover Zero Moving Cost (ZMC) packages.

c) Auto Financing

- Includes both Conventional and Islamic (Variable Rate only).
- Used Foreign vehicle is allowed provided the age of the vehicle is up to nine (9) years only.
- Unregistered reconditioned vehicle is allowed provided the age of the vehicle is up to five (5) years only.
- Total age of the vehicle and financing tenure must not exceed fifteen (15) years.

- Minimum application of RM20,000.
- Loan/financing tenure from three (3) to nine (9) years.
- Effective rate based on Base Lending Rate (BLR)/ Based Financing Rate (BFR) +/- Spread.

d) Wealth Financing / Overdraft Facilities

- For joint applicants, any one of the joint applicants must be eligible for Preferential Rates. If both joint account applicants are in different Tier, the highest Tier shall prevail.
- The prevailing Margin of Finance (MOF) rules shall apply.
- Commitment fee waived.

e) Personal Financing

- Applicable for the conventional Cash Plus Personal Loan only.
- Not applicable for refinancing of Customer's existing Cash Plus Personal Loan with CIMB Bank.

f) Bancassurance/Bancatakaful

- (i) The list of participating Bancassurance/Bancatakaful product(s) is provided on CIMB Preferred website ("Participating Product(s)"). Rebates are only applicable for Participating Product(s).
- (ii) CIMB Bank / CIMB Islamic Bank is only a distributor of the Participating Product(s) that are underwritten by *Sun Life Malaysia Assurance Berhad [Registration No.: 199001005930 (197499-U)]* and/or managed by *Sun Life Malaysia Takaful Berhad [Registration No.: 200501012215 (689263-M)]* (collectively "**Sun Life Malaysia**"), an insurer and a takaful operator respectively, both of which are registered with Bank Negara Malaysia.
- (iii) For the Participating Product(s) with top-up option, regular top-up or single top-up will NOT be recognised as part of the plan's First Year Annualised Premium / First Year Annualised Contribution ("**FYAP/FYAC**").
- (iv) Life Insurance/Family Takaful Rebates (Regular Premium/Contribution)
 - (a) Rebates are based on the FYAC/FYAP only.
 - (b) Applicable only to annual premium/contribution payment frequency.
 - (c) Applicable only to policy/contract with 20 years and above of premium/contribution payment term.
 - (d) The rebate amount will be credited within sixty (60) working days after the end of the Free-Look Period, subject to the policy/contract is still in force at the point of rebate payment.
- (v) Life Insurance/Family Takaful Rebates (Single Premium/Contribution)
 - (a) Rebates on Single Premium/Contribution is based on a flat rate basis and is subject to a minimum placement as prescribed in the Preferential Rates/pricing table on the CIMB Preferred website.
 - (b) The rebate amount will be credited within sixty (60) working days after the end of the Free-Look Period, subject to the policy/contract is still in force at the point of rebate payment.

- (vi) Rebate Fulfilment
- (a) Customers will be entitled to the rebate if they have submitted details of a valid and active CIMB CASA/-i.
 - (b) The CASA/-i account holder must be in Customer's name and cannot be in the name of a third party.
 - (c) The account details must be stated in Section C of the Sun Life Malaysia proposal/application forms.
 - (d) The rebate will not be paid if the CIMB CASA/-i provided in Section C of the Sun Life Malaysia proposal/application forms is inactive, dormant or frozen for any reason.
- (vii) Customers can either be the policy owner/contract holder or the life assured/person covered of the policy/contract.
- (viii) If Customer withdraws or cancels the Participating Product(s) during the application, processing stage or any other stage on or before the Free-Look Period, or the proposal/application of the Participating Product(s) is unsuccessful due to underwriting issues, the Customer shall not be entitled to the rebate.
- (ix) The "Free-Look Period" is defined as a period where the policy owner/contract holder is given a time period of fifteen (15) days from the policy/contract delivery date to review the suitability of the newly participated plan. If the policy/contract is surrendered within the period, the full premium/contribution less medical expenses incurred, if any, will be refunded to the policy owner/contract holder and no rebate will be payable.
- (x) Customers are required to sign all relevant standard documents and comply with all terms and conditions in respect of his/her Participating Product(s) application, which are separate from these Terms and Conditions.
- (xi) Customers are subject to suitability assessment conducted at the point of sale before the Participating Product(s) can be recommended by the authorized representative.
- (xii) Participating Product(s) are not CIMB Bank's / CIMB Islamic Bank's products and therefore:
- (a) are not an obligation of, and not guaranteed by CIMB Bank / CIMB Islamic Bank and/or its subsidiaries and affiliates;
 - (b) CIMB Bank / CIMB Islamic Bank shall not be responsible or be held liable for any matter or claims arising from the Participating Product(s) provided by the insurer and/or the takaful operator; and
 - (c) the insurer and/or the takaful operator being the licensed insurer and underwriter/manager of the Participating Product(s) shall fully undertake the insurance/takaful obligations.

g) Foreign Remittance

- Only applicable to Outward Telegraphic Transfers (**OTT**) at CIMB Bank & CIMB Islamic Branches and Preferred Call Centre (PCC).
- Minimum transaction amount is RM10,000 per transaction.
- Eligible for all currencies offered by CIMB Bank & CIMB Islamic via Outward Telegraphic Transfer (**OTT**).