



CIMB BANK BERHAD
197201001799 (13491-P)



CIMB ISLAMIC BANK BERHAD
200401032872 (671380-H)

REVISED TERMS AND CONDITIONS CIMB COVID-19 Auto-Moratorium Program for Retail Products

These Terms & Conditions of the CIMB COVID-19 Auto-Moratorium Program for Retail Products has been revised to correct the Auto Financing Variable Rate (Conventional and Islamic) terminology from interest/profit to terms charges and to clarify the treatment of such.

1. The **CIMB COVID-19 Auto-Moratorium Program for Retail Products** (the “**Moratorium**”) is jointly organised by CIMB Bank Berhad [Registration No.: 197201001799 (13491-P)] (“**CIMB Bank**”) and CIMB Islamic Bank Berhad [Registration No.: 200401032872 (671380-H)] (“**CIMB Islamic**”) (collectively referred to as “**CIMB**”) and shall run from 1 April 2020 to 30 September 2020, both dates inclusive (“**Moratorium Period**”).
2. The Moratorium is organised by CIMB in conjunction with Bank Negara Malaysia (“**BNM**”)’s implementation of additional measures to assist borrowers/customers due to the COVID-19 outbreak by giving an automatic moratorium or relief from their monthly payment for six (6) months for loan/financing.

Eligibility Criteria

3. The Moratorium is open to all individual customers who have any of the Participating Products (defined in Clause 18) with CIMB Bank or CIMB Islamic (“**CIMB Customer(s)**”) and who satisfy the following eligibility criteria:
 - (i) the Participating Product is not in arrears for more than ninety (90) days as of 1 April 2020; or
 - (ii) the Participating Product is currently under a Restructuring and Rescheduling program with CIMB or Agensi Kaunseling & Pengurusan Kredit (“**AKPK**”) but is not in arrears exceeding ninety (90) days as of 1 April 2020.

The above eligibility criteria are collectively referred to as “**Eligibility Criteria**”. CIMB Customer(s) who meet the Eligibility Criteria is eligible to participate in the Moratorium (“**Eligible Customer(s)**”).

Participation Mechanics & Opt-Out Option

4. Eligible Customer(s) will be notified by CIMB via short message service message (“**SMS**”) at the Eligible Customer(s)’ mobile phone number in CIMB’s records that he/she is automatically enrolled into the Moratorium.
5. In the event that the Eligible Customer(s) has more than one Participating Product with CIMB and one of the Participating Products does not meet the Eligibility Criteria, he/she may still receive the SMS from CIMB but the Moratorium will only be made available for the Participating Product that fulfills the Eligibility Criteria.



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- If the Eligible Customer(s) **do(es) not wish to participate in the Moratorium (“Opt-Out”)**, he/she must **send an SMS to 62666** in the following SMS format with the correct particulars (“**Opt-Out SMS**”) on or before 11.59 pm on 7 April 2020 (any SMS charges shall be borne by the Eligible Customer(s)):

OPTOUT<space>Last 4 digits of Malaysian NRIC/Passport Number<space>Full Loan/Financing Account Number

- For Eligible Customer(s) who hold the Participating Product(s) as a joint accountholder, any of the joint accountholders may exercise the Opt-Out.
- If the Eligible Customer(s) has more than one (1) Participating Product and wishes to exercise the Opt-Out, he/she must Opt-Out by following Clause 6 above and send an SMS for **each** Participating Product. Eligible Customer(s) whose Participating Product is currently under AKPK, must contact AKPK directly to Opt-Out.
- If the Eligible Customer(s) does not Opt-Out by 7 April 2020, Eligible Customer(s) may still do so at any time until 24 August 2020 by following Clause 6 above, and make the payment(s) for their loan/financing the following month by or on the payment due date.
- The last four digits of the Malaysian NRIC No./Passport No. and full loan/financing account number (“**Personal Particulars**”) submitted by the Eligible Customer(s) to CIMB in the Opt-Out SMS will be verified against CIMB’s records of the Eligible Customer(s). If the Personal Particulars do not match CIMB’s records, CIMB will notify the Eligible Customer(s) via SMS that his/her Opt-Out SMS is invalid and to resubmit another Opt-Out SMS.
- CIMB will also notify the Eligible Customer(s) via SMS as to whether the Opt-Out request was successful or not and will follow the schedule below:

If Opt-Out SMS sent during this Period	CIMB’s Notification of unsuccessful Opt-Out	CIMB’s SMS of successful Opt-Out to Eligible Customer(s)
31 March 2020 – 7 April 2020	9 April 2020	13 April 2020
8 April 2020 – 24 August 2020	T+1 working day*	T+7 working days*

*T = the date the SMS is sent by Eligible Customer

- Any SMS reply/notification by CIMB following the receipt of the Opt-Out SMS by Eligible Customer(s) shall be sent to the same mobile number that was used by Eligible Customer(s) to send the Opt-Out SMS.
- For avoidance of doubt, until and unless the Eligible Customer(s) receives CIMB’s confirmation SMS of successful Opt-Out, the Eligible Customer(s) is(are) still enrolled for the Moratorium and therefore no repayment/payment for the Participating Product is required.



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14. If the Eligible Customer(s) does not follow Clause 6 above to Opt-Out, and continues to make the monthly repayment/payment for the Participating Product(s), such monthly repayment/payment shall be treated as advance payment.
15. Upon successful Opt-Out, the Eligible Customer(s) shall make his/her repayment/payment for the Participating Product commencing from the date set out below but in any event shall be on or before his/her existing repayment/payment due date of the Participating Product:

Date of Successful Opt-Out SMS to CIMB	When the Eligible Customer(s) Shall Make the Next Repayment/Payment
31 March 2020 – 7 April 2020	1 April 2020 onwards
8 April 2020 – 24 April 2020	1 May 2020 onwards
25 April 2020 – 24 May 2020	1 June 2020 onwards
25 May 2020 – 24 June 2020	1 July 2020 onwards
25 June 2020 – 24 July 2020	1 August 2020 onwards
25 July 2020 – 24 August 2020	1 September 2020 onwards

16. Eligible Customer(s) who do(es) not exercise the Opt-Out is referred to as the “**Participating Customer(s)**”.
17. Participating Customer(s) will be enrolled automatically into the Moratorium and enjoy an automatic moratorium or relief from their monthly repayment/payment for their loans/financing subject to these Terms and Conditions.

Moratorium Mechanics

18. There will be four (4) Participating Products in the Moratorium as set out in the table below:

Participating Products	Package Type
Amanah Saham Bumiputera (ASB) Financing	Conventional: ASB Financing
	Islamic: Term Financing-i Secured by ASB Certificate
Property Financing	Conventional : Fixed Rate & Variable Rate
	Islamic: Fixed Rate & Variable Rate
Auto Financing	Conventional : Variable Rate
	Islamic : Variable Rate
Personal Loan/Financing	Conventional : Cash Plus Personal Loan
	Conventional : Xpress Cash Personal Loan
	Islamic : Xpress Cash Financing-i
	Islamic : Pembiayaan Peribadi Sektor Awam-i
	Islamic : Cash Plus Personal Financing-i

Each of the participating product is referred to as “**Participating Product**” and collectively “**Participating Products**”.

19. Eligible Customer(s) is(are) entitled to exercise the Moratorium for all the Participating Products that they have, provided each Participating Product satisfies the Eligibility Criteria in Clause 3 above.

20. Upon expiry of the Moratorium Period, Participating Customer(s) must resume repayment/payment of their Participating Product(s) with effect from 1 October 2020.

Interest/Profit Treatment under the Moratorium

21. As a measure to ease the financial burden of all Participating Customer(s), CIMB will not compound any interest/profit accrued for all Participating Products during the Moratorium Period. For avoidance of doubt, interest/profit will still be charged during the Moratorium Period and payment for the accrued interest/profit must be made after the Moratorium Period.
22. After the Moratorium Period, the tenure and monthly instalment for the Participating Product(s) may change, depending on the current conduct of account and is as set out in the table below:

Participating Products	Current Conduct of Account	Extension of Tenure ¹	Instalment after Moratorium Period
<u>Auto Financing Variable Rate (Conventional & Islamic)</u> ²	Good conduct with up-to-date payments	6 months	Remains unchanged. However, a bullet payment/lump sum payment at the end of the tenure may be applicable. Please refer to examples in <i>Notes</i> below.
	Payment in arrears for less than 30 days	6 months	
	Payment in arrears 30-59 days	7 months	
	Payment in arrears 60-89 days	8 months	
	Payment in arrears for the 90 th day	9 months	
<u>ASB Financing and Property Financing Fixed and Variable Rate</u> ³ (Conventional & Islamic) ⁴	Good conduct with up-to-date payments or with payment in arrears up to 90 days	Up to 9 months	For property loans/financing under progressive release ⁵ , please refer to <i>Notes</i> below.
<u>Personal Loans (Conventional)</u> ⁴ Cash Plus Personal Loan Xpress Cash Personal Loan	Good conduct with up-to-date payments or with payment in arrears up to 90 days	Up to 9 months	Remains unchanged. However, a bullet payment/lump sum payment at the end of the tenure may be applicable.

Participating Products	Current Conduct of Account	Extension of Tenure ¹	Instalment after Moratorium Period
Personal Financing (Islamic)⁴ Xpress Cash Financing-i Cash Plus Financing-i Pembiayaan Peribadi Sektor Awam-i	Good conduct with up-to-date payments	6 months	Remains unchanged.
	Payment in arrears for less than 30 days	6 months	
	Payment in arrears 30-59 days	7 months	
	Payment in arrears 60-89 days	8 months	
	Payment in arrears for the 90 th day	9 months	

Notes:

¹ The maximum extension of tenure differs for the Participating Products, and cannot exceed the following:

Auto Financing Variable Rate (Conventional & Islamic) – 9 years and 6 months

ASB Financing and Property Financing (Conventional & Islamic) – 35 years and 6 months

² Auto Financing Variable Rate (Conventional & Islamic)

Terms charges will continue to accrue during the Moratorium Period and will be payable upon settlement of the Auto Financing account, where such sum shall not exceed the total terms charges as stated in the individual Participating Customer's hire purchase agreement.

Example 1

6 months moratorium extension granted for good conduct with up-to-date payments

Original financing tenure @ 96 months + 6 months extension = 102 months.

Bullet payment is not applicable.

Example 2

Extension granted if payment in arrears on the 90th day @ 1 April 2020

Original financing tenure @ 108 months. Maximum extension under moratorium is 6 months only.

108 months + 6 months extension = 114 months.

Rightfully, for those accounts with payment in arrears for past 90 days, the extension should be 9 months.

However, since the moratorium extension cannot exceed 6 months, a one lump sum payment may apply at the end of tenure (comprising of last 3 months instalments).

Note that for Auto Financing Variable Rate, the existing payment in arrears for 90 days will be taken into account for recalculation of the monthly instalments at the next Base Lending Rate/Base Financing Rate revision. A lump sum payment may be applicable at the end of the tenure.



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³ ASB Financing and Property Financing (Conventional & Islamic) examples

Example 1

6 months moratorium extension granted for good conduct with up-to-date payments or with payment in arrears up to 90 days

Original financing tenure @ 35 years + 6 months extension = 35 years and 6 months.

Example 2

9 months moratorium extension granted for good conduct with up-to-date payments or with payment in arrears up to 90 days

Original financing tenure @ 20 years + 9 months extension = 20 years and 9 months.

For variable rate loan/financing, the existing payment in arrears for 90 days will be taken into account for recalculation of the monthly instalments at the next Base Rate/Base Lending Rate/Base Financing Rate revision. A lump sum payment may be applicable at the end of the tenure.

⁴ ASB Financing (Conventional and Islamic), Property Financing (Conventional and Islamic) and Personal Financing (Conventional & Islamic)

Interest/profit will continue to accrue during the Moratorium Period. Upon completion of the Moratorium Period on 1 October 2020, the first few monthly instalment payments will be allocated to interest/profit portion only until the accrued interest/profit has been paid off in full.

⁵ Property Financing (Conventional & Islamic) under progressive release

Interest/Profit during the Moratorium Period will continue to accrue, and the accrued interest/profit must be paid in full before the loan/financing is fully disbursed. If not, the monthly instalments that are paid (when the instalments commence) will be allocated to the accrued interest/profit until the accrued interest/profit is paid off in full.

23. If the Eligible Customer(s) chooses to Opt-Out of the Moratorium at any time during the Moratorium Period, the Eligible Customer(s) will not be entitled to the Moratorium at all and must make immediate repayment/payment to the Participating Product that was Opted-Out for the months/period of the Moratorium that was granted. The tenure of the Participating Product shall then revert to the original tenure.

Miscellaneous

24. Fees and charges will be charged to the Participating Product(s) during the Moratorium Period and the Participating Customer(s) is(are) responsible to ensure settlement of such monthly fees and charges including but not limited to monthly fees for the Flexi Loan, fire insurance for property financing, etc.
25. For loans/financing with Automatic Fund Transfer ("AFT")/auto debit from CIMB current/savings account, the repayment/payment will be automatically suspended until 1 October 2020.



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26. For loans/financing with Scheduled Transactions (“ST”) from CIMB Clicks (“Clicks”), Participating Customer(s) must login to Clicks to suspend the ST on their own accord.
27. For loans/financing with Standing Instructions (“SI”) with other financial institutions (“FIs”) or the Employees Provident Fund (“EPF”) or other institutions, Participating Customer(s) must give instruction to their respective FIs or EPF or other institutions to suspend the SI during the Moratorium Period.
28. For loans/financing with salary deduction (other than Pembiayaan Peribadi Sektor Awam-i) by the Participating Customer(s)’ employers, Participating Customer(s) must give instruction to their respective employers to suspend the salary deduction during the Moratorium Period.
29. For Participating Customer(s) of Pembiayaan Peribadi Sektor Awam-i, the salary deduction will continue during the Moratorium Period. CIMB will then credit the proceeds from the said salary deduction into Participating Customer(s)’ current/savings account maintained with CIMB. If Participating Customer(s) do(es) not have a current/savings account with CIMB, Participating Customer(s) may visit CIMB’s website at www.cimb.com.my for instructions on how to transfer the proceeds of the salary deduction into Participating Customer(s)’ current/savings account maintained with other financial institutions. Any charges incurred for the said transfer will be deducted from the proceeds of the salary deduction.
30. If for any reason the repayment/payment is carried out before 10 April 2020 for any Participating Product as a result of the non-suspension of the AFT/ST/SI/instruction to employer, such repayment/payment shall be treated as the usual monthly instalment for the Participating Product(s).
31. Notwithstanding the Participating Customer(s)’ participation in the Moratorium, all of CIMB Bank’s and CIMB Islamic’s rights pursuant to the terms and conditions of the Participating Products shall remain intact and enforceable.

General Terms and Conditions

32. The Participating Customer(s) agrees that by participating in the Moratorium, they:
 - a) have accessed, read and confirm their agreement to these Terms and Conditions;
 - b) consent to CIMB 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 in relation to every aspect of the Moratorium, including the Eligibility Criteria and Participating Products shall be final, binding and conclusive; and
 - d) agree that CIMB shall not be liable or held responsible to the Eligible Customer(s)/ Participating Customer(s) if CIMB is unable to perform in whole or in part of any of its obligations in these Terms and Conditions attributable directly or indirectly to:



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- (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's control; or
 - (v) any factor in a nature of a force majeure which is beyond CIMB's reasonable control.

- 33. The Participating Customer(s) will be disqualified from participating in the Moratorium during the Moratorium Period and/or before the Moratorium Period if:
 - a) The Eligible Customer(s)/Participating Customer(s) is in breach of the terms and conditions governing the Participating Product(s) save and except default in repayment for not more than ninety (90) days;
 - b) The Participating Product is terminated or closed or is subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws; or
 - c) The Participating Product is delinquent (save and except default in repayment/payment for not more than ninety (90) days), invalid or cancelled by the Participating Customer(s) or CIMB Bank/CIMB Islamic.

- 34. CIMB shall have the right to disqualify any Participating Customer(s) that it determines to be:
 - a) tampering with the participation process; and/or
 - b) acting in breach of these Terms and Conditions.

- 35. To the extent permitted by law, CIMB shall not be liable to any Eligible Customer(s)/Participating Customer(s) 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 Eligible Customer(s)/Participating Customer(s) participation or non-participation in the Moratorium; and/or
 - b) Any non-receipt or delayed receipt by the Eligible Customer(s)/Participating Customer(s) of the SMS.

- 36. The Eligible Customer(s)/Participating Customer(s) must ensure their phone number in CIMB's records are current and updated. CIMB shall not be responsible to the Eligible Customer(s)/Participating Customer(s) for any loss arising therefrom, suffered or incurred if the mobile phone number maintained in CIMB's records is not current or correct.

- 37. a) CIMB shall have right to vary, add, delete, or amend any of these Terms and Conditions ("Amendment") with prior notice to the Eligible Customer(s)/Participating Customer(s) via:
 - (i) announcement at CIMB's website; and/or
 - (ii) notice at CIMB's branches; and/or
 - (iii) advertisement in one newspaper of CIMB's choice; and/or
 - (iv) by any other means of notification which CIMB may select.



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- b) The Amendment shall be considered as binding on the Eligible Customer(s)/Participating Customer(s) from the date as specified by CIMB in the notification.
 - c) Eligible Customer(s)/Participating Customer(s) agree to access CIMB's website at regular intervals to view the terms and conditions of the Moratorium and to ensure that they are kept up-to date with any variation to these Terms and Conditions.
38. CIMB will not be liable to the Eligible Customer(s)/Participating Customer(s) for any loss or damage suffered or incurred by the Eligible Customer(s)/Participating Customer(s) as a direct or an indirect result of the Amendment.
39. These Terms and Conditions:
- a) shall prevail over any provisions or representations contained in any other materials advertising the Moratorium; and
 - b) are to be read together with the prevailing terms and conditions of the Participating Products which shall apply in addition to these Terms and Conditions. If there is any conflict or inconsistency, these Terms and Conditions shall prevail to the extent of such conflict/inconsistency.
40. These Terms and Conditions and the Participating Products shall be subject to any prevailing laws, regulations and guidelines, directives, notices issued by BNM or any other body having supervisory authority over CIMB from time to time.
41. a) Eligible Customer(s)/Participating Customer(s) may contact CIMB's Customer Resolution Unit ("CRU") for any feedback and/or complaints in relation to the Moratorium via letter, phone call, and email:
- | | |
|---------------|---|
| Address: | Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan |
| Telephone No: | +603 6204 7788 |
| Email: | cru@cimb.com |
- b) CIMB may change the above contact details by notifying the Eligible Customer(s)/Participating Customer(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.