

## **TERMS & CONDITIONS FOR CIMB FLOOD RELIEF ASSISTANCE PLAN**

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### **General Terms**

- A. The following terms and conditions shall apply for the CIMB Flood Relief Assistance Plan (“**Flood Relief Plan**”) which is available from 20 December 2021 onwards to individual borrower(s)/customer(s) who have a:
- (i) Property Loan/Financing;
  - (ii) Personal loan/financing, including ASB Financing;
  - (iii) Credit card/-i;
  - (iv) Overdraft/Cashline-i; and
  - (v) Auto Financing,
- each a “**Facility**”.
- B. The Bank refers to CIMB Bank Berhad or CIMB Islamic Bank Berhad, being the financial institution granting the Facility to you.
- C. You will enjoy short-term financial relief but your total financing cost will be higher. If your financial circumstances improve, you may at any time request for a revision to the payment terms of the Facility in order to reduce the total cost of your Facility by contacting the Bank.
- D. The Prevailing Interest/Profit Rate for the Facility shall remain the same.
- If the interest/profit rate on the Facility is tied to the Base Rate (“BR”) or Base Lending Rate (“BLR”)/Base Financing Rate (“BFR”), please note the BR/BLR/BFR are subject to change from time to time as displayed at the Bank's branches and/or posted on the Bank's website.
- E. If you are currently enrolled in a different payment relief programme, it will cease immediately once this Flood Relief Plan starts. For Auto Financing, if you are currently enrolled in the Payment Assistance Programme, the Flood Relief Plan will only commence after the existing programme ends.
- F. If the Bank discovers that you have given false, misleading or incomplete information in your application for this Flood Relief Plan, the Bank may change or modify your payment terms or cancel your participation in the Flood Relief Plan.
- G. Your application and participation in this Flood Relief Plan shall bind all joint accountholders jointly and severally. You shall inform all security parties of your acceptance of these terms and conditions to ensure that they are aware of these terms and conditions and of your participation in this Flood Relief Plan.

- H. The Bank may terminate the Flood Relief Plan at any time by giving notice on its website.
- I. If you miss your monthly instalments at any time resulting in your account being in arrears for 90 days or more, you agree that the Bank may offer you a customised solution more suitable for your financial circumstances, which may include sharing your loan/financing details with AKPK on managing your debt and allowing AKPK to access your CCRIS information.
- J. CIMB's auto fund transfer assigned to the Facility account will be stopped during the 6-Month Payment Relief Period. If there are any standing instructions for the Facility account, you will need to update your standing instructions accordingly.
- K. If there is a default in payment, the Bank shall be entitled to act on, or enforce any of its rights or remedies granted under the Facility documents and any act or omission by the Bank shall not operate as a waiver of the Bank's rights and remedies under the Facility documents.
- L. All other terms and conditions in the existing Facility and security documents shall remain in full force and effect.

**Specific Terms for Property Loan/Financing and ASB Financing**

1. No payment is required to be made for six (6) months starting from the month immediately after confirmation of your participation in the Flood Relief Plan ("**6-Month Payment Relief Period**") which will be notified to you.
2. You are required to resume payment of your monthly instalments after the end of the 6-Month Payment Relief Period.
3. As a measure to ease the financial burden of its borrowers/customers, the Bank will not compound any interest/profit accrued during the 6-Month Payment Relief Period. Interest/profit will still be charged on the Facility during the 6-Month Payment Relief Period and payment for the accrued interest/profit must be made after the 6-Month Payment Relief Period.

After the end of the 6-Month Payment Relief Period, payments made will be applied towards the following:

- Interest/Profit (including accrued interest/profit); and
- Principal Facility amount.

4. (a) For Facility by CIMB Bank Berhad, all arrears and total accrued interest, miscellaneous and other charges before commencement of the 6-Month Payment Relief Period, if any, will be added to the outstanding principal amount of the Facility on commencement of the 6-Month Payment Relief Period.

(b) Notwithstanding Clause 4(a) above, for Facility under progressive release, the accrued interest before commencement of the 6-Month Payment Relief Period will not be added to the outstanding principal amount of the Facility.

5. (a) For Facility by CIMB Islamic Bank Berhad, all arrears and total accrued profit before commencement of the 6-Month Payment Relief Period, if any, will be carried forward and added to the total debt obligation of the Facility. However, the total accrued profit will not be added to the outstanding principal amount of the Facility and will not be compounded except for miscellaneous and other charges.

(b) For Facility under progressive release, the accrued profit before commencement of the 6-Month Payment Relief Period will not be added into the outstanding principal amount of the Facility.

For avoidance of doubt, no new *aqad* needs to be performed and the total amount payable shall not exceed the Bank's Selling/Sale Price.

6. If there is a change in BR/BLR/BFR after the end of the 6-Month Payment Relief Period, your monthly instalment will be re-calculated and adjusted accordingly.
7. The Facility tenure will not be extended. As such, you may be required to pay a higher final payment amount at the end of the Facility tenure.

### **Specific Terms for Personal Loan/Financing**

1. No payment is required to be made for six (6) months starting from the month immediately after confirmation of your participation in the Flood Relief Plan ("**6-Month Payment Relief Period**") which will be notified to you.
2. You are required to resume payment of your monthly instalments after the end of the 6-Month Payment Relief Period.
3. As a measure to ease the financial burden of its borrowers/customers, the Bank will not compound any interest/profit accrued during the 6-Month Payment Relief Period. Interest/profit will still be charged on the Facility during the 6-Month Payment Relief Period and payment for the accrued interest/profit must be made after the 6-Month Payment Relief Period.

After the end of the 6-Month Payment Relief Period, payments made will be applied towards the following:

- Interest/Profit (including accrued interest/profit); and
  - Principal Facility amount.
4. (a) For Facility with CIMB Bank Berhad, all arrears and total accrued interest, miscellaneous and other charges before commencement of the 6-Month Payment Relief Period, if any, will be added into the outstanding principal Facility amount on commencement of the 6-Month Payment Relief Period; and
- (b) The Facility tenure will not be extended. As such, you may be required to pay a higher final payment amount at the end of the Facility tenure.
5. (a) For Facility by CIMB Islamic Bank Berhad, all arrears and total accrued profit before commencement of the 6-Month Payment Relief Period, if any, will be carried forward and added to the total debt obligation of the Facility. However, the total accrued profit will not be added to the outstanding principal amount of the Facility and will not be compounded except for miscellaneous and other charges; and
- (b) The Facility maturity date will be adjusted by 6 months to accommodate the monthly instalments. You may be required to pay a higher final payment amount at the end of the adjusted maturity date of the Facility.

### **Specific Terms for Credit Card/-i**

1. No payment is required to be made for six (6) months starting from the month immediately after confirmation of your participation in the Flood Relief Plan (“**6-Month Payment Relief Period**”) which will be notified to you.
2. You are required to resume payment of your monthly payment due after the end of the 6-Month Payment Relief Period.
3. Interest/Facility Charges will continue to be charged on the Credit Card/-i Facility during the 6-Month Payment Relief Period and payment for the accrued interest/facility charges must be made after the 6-Month Payment Relief Period.

After the end of the 6-Month Payment Relief Period, payments made will be applied towards the following:

- Interest/Facility Charges (including accrued interest/facility charges); and
- Principal Facility amount.

4. The Credit Card/-i Facility will be suspended during the 6-Month Payment Relief Period. This means that any auto-billings from your Credit Card/-i account for payments such as for utilities, telcos, insurance premium/takaful contribution, etc. cannot be carried out throughout the 6-Month Payment Relief Period.
5. For existing rescheduled and restructured Credit Card/-i accounts, the Facility tenure will be extended for a minimum of 6 months.

### **Specific Terms for Auto Financing**

1. The Bank will grant you an indulgence to defer 6 months' instalments (“**Deferred Instalments**”) starting in the month after confirmation of your participation in the Flood Relief Plan (“**6-Month Payment Relief Period**”) which will be notified to you.
2. This means that no payment is required to be made during the 6-Month Payment Relief Period.
3. You are required to resume payment of your monthly instalments after the end of the 6-Month Payment Relief Period.
4. Your Facility maturity date will be extended by another six (6) months.
5. As a measure to ease the financial burden of its borrowers/customers, the Bank will not compound any interest/profit/terms charges accrued during the 6-Month Payment Relief Period. Interest/profit/term charges will still be charged on the Facility during the 6-Month Payment Relief Period. For fixed rate Facility, accrued interest/profit/terms charges will be paid first when you resume your monthly instalment, in priority over interest/profit/terms charges for the month and principal. For variable rate Facility, accrued interest/profit/terms charges will be payable upon settlement of your account, where such sum shall not exceed the total terms charges as stated in your principal Hire Purchase Agreement.
6. You may be required to pay a higher final payment amount which will include your final instalment and any overdue amounts.
7. Without prejudice to the above terms, you shall inform your guarantor (if any) of your acceptance of these terms and conditions to ensure that such guarantor is aware of these terms and conditions and of your acceptance of it.

### **Specific Terms for Overdraft/Cashline-i**

1. No payment is required to be made on the amount in excess of your approved limit for six (6) months starting from the month immediately after confirmation of your participation in the Flood Relief Plan (“**6-Month Payment Relief Period**”) which will be notified to you.

2. From the time of your application until commencement of the 6-Month Payment Relief Period, interest/profit and overdue interest/profit (if applicable) will be charged as usual.
3. You are required to resume payment after the end of the 6-Month Payment Relief Period.
4. For Overdraft Facility, during the 6-Month Payment Relief Period, interest will be calculated on your outstanding amount at the start of the Flood Relief Plan and it will be accrued. However, it will not be charged to your account and as such, it will not be compounded.
5. For Cashline-i Facility, during the 6-Month Payment Relief Period, profit will be calculated on your outstanding amount excluding total accrued profit amount (if any) at the start of the Flood Relief Plan and it will be accrued. However, it will not be charged to your account and as such, it will not be compounded.
6. You will enjoy short-term financial relief but your total financing cost will be higher. If your financial circumstances improve, you may make payment into your Facility account anytime to reduce the outstanding balance which will then reduce the interest/profit charged. You may do this anytime, even during 6-Month Payment Relief Period.
7. The accrued interest/profit accumulated during the 6-Month Payment Relief Period will become due at the end of the 6-Month Payment Relief Period together with any excess amount, and will be payable as a lump-sum payment.
8. Payment of the excess amount and interest/profit accrued during the 6-Month Payment Relief Period should be made as early as possible after your 6-Month Payment Relief Period has ended, to avoid the outstanding balance accumulating, which will result in a further excess of the Facility limit.
9. If you are currently enrolled in the Payment Assistance Programme - 6 Month Moratorium (Deferment Period) For Overdraft/Cashline-i (“**Programme**”), it will cease immediately once this Flood Relief Plan starts. The remaining unpaid excess amount from the Programme will be payable as a lump-sum payment upon expiry of your 6-Month Payment Relief Period.
10. If your Overdraft/Cashline-i was previously scheduled with a periodical limit reduction, it will be deferred temporarily and shall resume one month after your 6-Month Payment Relief Period ends based on the earlier periodical limit reduction cycle (monthly, quarterly, half-yearly or yearly).