

Terms and conditions for 0% Easy Payment Plan

This 0% Easy Payment Plan (“**EPP**”) is an instalment payment plan available for AmBank (M) Berhad and AmBank Islamic Berhad (collectively referred to as “**Bank**”) credit cardholders (Principal and/or Supplementary) (“**Cardholder**”) who make purchase of goods and/or services from selected merchants using the Bank’s credit card/-i (“**Cards**”), to pay to Bank for such purchase by way of instalments, wholly or partly.

These terms and conditions shall be read together with and supplementary to terms and conditions of the Bank’s credit card/-i agreement(s) governing the Cards (“**Cards Agreement**”).

All expressions used herein will have the same meanings as those set out in the Card Agreement except where the context otherwise requires or where expressly stated to the contrary. In the event of any inconsistency between any provision herein these terms and conditions and in the Card Agreement, these terms and conditions shall prevail in so far as applicable to the EPP.

The heading of these terms and conditions herein are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any provisions herein.

Any words (including words defined herein) denoting the singular number only shall include the plural (and vice versa) and words importing the masculine gender shall where appropriate include the feminine and neuter genders (and vice versa).

Words implying a person also imply a partnership, firm or corporation.

A. Application for EPP

1. The EPP is available to all cardholders who:
 - (a) Make purchases from merchants participating in this EPP (collectively known as “**EPP merchants**”) using their Cards;
 - (b) Satisfy the EPP merchant’s terms and conditions for purchase of good and/or services under EPP (if any); and
 - (c) Whose card accounts are in good standing, not in default, over limit or in breach of any terms and conditions in the Card Agreement
2. Subject to clause 1, the cardholder shall inform the EPP merchant of his request to purchase under EPP and his chosen instalment plan containing the monthly instalment amount and instalment period, prior to charging his purchase to his card.
3. While the amount of monthly instalments is computed based on the purchase amount divided evenly by the chosen instalment period, in the event of any balance, that balance shall be added onto the first or last instalment amount as determined by the Bank in its sole and absolute discretion.
4. Upon the Bank’s approval of the cardholder’s request to purchase under EPP and selected instalment plan (“**Instalment Plan**”) and the cardholder signing the charge slip/debit authorisation form, the full purchase amount shall be deducted from the cardholder’s available credit limit. The cardholder’s credit limit shall be gradually restores with each EPP instalment paid by the cardholder to the Bank by an amount equivalent to each such instalment.

5. The Bank has the absolute right to decline or reject any request by the cardholder to make his purchase under EPP without giving any reasons thereof.
6. Subject to the terms hereinafter appearing, the cardholder may not change the instalment plan approved by the Bank without the Bank's written consent.

B. Payment

7. The first EPP instalment shall be charged by the Bank to the cardholder's card account in the month following his purchase, followed by the subsequent monthly instalments accordingly to the instalment plan on a monthly basis. The monthly instalments shall be reflected in the cardholder's statement of account until they are fully paid.
8. Each monthly EPP instalment shall be treated as a normal purchase transaction on the cardholder's card account. The cardholder is required to settle his monthly EPP instalments and all other non-EPP purchases charged to his card account in full on or before the due date as specified in the cardholder's statement of account, failing which the Bank shall be entitled to impose the contracted finance charges/management fee and/or any other applicable fee on the outstanding balance in accordance with the terms of the Card Agreement.
9. A table setting out the various payment scenarios for a cardholder having an instalment plan for his purchase under EPP is annexed to these terms and conditions as **Appendix 1**.

C. Termination and Acceleration of Payment

10. The cardholder's instalment plan shall be terminated immediately and without notice if the cardholder's card is cancelled or terminated (or notice of cancellation or termination of the card is given) by the cardholder or the Bank pursuant to and/or in accordance with the terms of the Card Agreement.
11. Notwithstanding Clause 10 above, the cardholder may also terminate the instalment plan by calling or e-mailing to:

Contact Centre Line: +603-2178 8888

E-mail: customercare@ambankgroup.com

12. The Bank shall also have the right to end, cancel, terminate, suspend or replace the EPP (in whole or in part) immediately and with reasonable prior notice if:
 - (a) It becomes impossible or unlawful for the Bank to make available or continue to make available the EPP due to any regulatory order, law or governmental instructions; and/or
 - (b) If there shall occur any circumstances of any nature which in the Bank's opinion may cause the Bank to be unable to make available or continue to make available the EPP.

13. Upon termination of the cardholder's card or instalment plan or the EPP, the aggregate of all remaining monthly instalments and/or any other amounts payable under EPP and/or instalment plan, whether or not previously charged to the cardholder's card account, shall be immediately due and payable to the Bank and reflected in the cardholder's statement of account for the month following such termination.

D. Exclusion of Liability

14. The Bank shall not be liable or responsible in any manner for any loss or damage howsoever arising from the Bank exercising its right under any provision in the terms and conditions, even if the Bank had been advised of the possibilities of such damages in advance.
15. The Bank shall not be liable for any inadequate, defective or damaged goods or services or other disputes between the cardholders and the EPP merchant relating to any purchase of goods and/or services from the said merchant.
16. Notwithstanding any dispute between the cardholder and the EPP merchant, the cardholder irrevocably authorises the Bank to continue to debit the monthly instalment amounts according to the instalment plan to the cardholder's card account.
17. The Bank shall not be responsible for and disclaims all liability to any actions, claims, damages, costs, charges and expenses which the cardholder may suffer, sustain or incur in relation to any purchase made by cardholder under EPP.

E. General terms and conditions

18. By participating in EPP, the cardholder consents to and agrees to be bound with the terms and conditions herein.
19. All transactions and decision by the Bank on all matters relating to EPP and/or the instalment plan shall be final and binding on the cardholder.
20. The Bank reserves the right to vary, delete or add to any of the terms and conditions herein contained at any time with prior notice at least twenty one (21) calendar days' to the cardholders.
21. The Bank shall have the right and absolute discretion to end, cancel, terminate, suspend or replace the EPP (in whole or in part) at any time with prior notice of at least twenty-one (21) calendar days' to the cardholders. For the avoidance of doubt, any cancellation, termination, suspension or replacement of the EPP by the Bank for any and all losses or damages suffered or incurred by the cardholder as a direct or indirect result of the act of cancellation, termination, suspension and replacement.
22. Any notice to be given by the Bank in relation to the EPP shall be posted in www.ambank.com.my and shall be deemed given when so posted.

23. To the extent permitted by law, the Bank shall not be liable to the cardholder for any losses or costs (including loss of business opportunities or profits) caused by unforeseeable circumstances outside the Bank's reasonable control, including but not limited to any natural disaster, war (whether declared or undeclared), strike, riot, civil commotion, acts of terrorists, industrial dispute, labour unrest, lock-out, breakdown of machinery and data processing system, transmission link or telecommunication system or electrical failure.
24. The Bank shall not be liable for any misinterpretation of facts in respect of the interest/management fee, rates offered and published in any mass media, marketing or advertising materials.
25. The terms and conditions stipulated herein, shall be governed by and construed in accordance with the laws of Malaysia, and parties submit to the exclusive jurisdiction of the Courts in Malaysia.
26. Any provision herein these terms and conditions which in illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions.
27. Cardholders are advised to refer to www.ambank.com.my from time to time for the latest terms and conditions.

Appendix 1

(To be read and construed as part of the terms and conditions)

	Customer purchased RM1,500 and split into 12 months instalment			
Payment Scenarios	A Minimum payment (5%)	B Paid partially (>5% but less than instalment amount)	C Pay partially (Not in full but more than instalment amount)	D Pay in full
Instalment Amount	RM125	RM125	RM125	RM125
Other credit card/-i spend	RM980	RM980	RM980	RM980
Total monthly spend reflected in statement	RM1,105	RM1,105	RM1,105	RM1,105
Payment amount according to option A, B, C and D	RM56.25	RM85.25 (partial payment of monthly instalment + minimum payment / RM30 + RM55.25)	RM180.25 (Full payment of monthly instalment + minimum payment / RM125 + RM55.25)	RM1,105
Outstanding Balance (after deduction on minimum payment)	RM1,049.75	RM1,019.75	RM924.75	RM0.00
Outstanding Balance that will be carried forward (subject to tier 3 Interest/ management fee rate of 1.50% per month)	RM1,065.50	RM1,035.04	RM938.62	RM0.00
Interest/management fee amount incurred	RM15.75	RM16	RM13.78	0