

# TERMS AND CONDITIONS GOVERNING CIMB BANK PREFERRED PREFERENTIAL RATES

## **Eligibility for CIMB Preferred Preferential Rates**

- The CIMB Bank Preferred Preferential Rates are offered to all existing and new Preferred customers of CIMB Bank Berhad, Singapore Branch ("CIMB Bank" or "Bank") ("Customers") who have a Assets Under Management ("AUM") with CIMB Bank in the last three (3) consecutive months ("Offer"). The terms and conditions herein ("Terms and Conditions") shall be read and construed together with the CIMB Bank Preferred Terms and Conditions Governing the use of CIMB Preferred Services.
- The Customers will be entitled to the preferential rates/pricing according to their membership as set out under Clause 3. The list of products which are applicable for preferential rates/pricing are provided on CIMB Bank website at <a href="https://www.cimb.com.sg/en/personal/banking-with-us/cimb-preferred.html">https://www.cimb.com.sg/en/personal/banking-with-us/cimb-preferred.html</a>.
- 3. The Customers must fulfil the two (2) prescribed requirements below (and as simplified in Table 1) to be eligible for that membership's preferential rates/pricing and benefits as published on the CIMB Bank Preferred website. If the Customers do not meet the requirements, no preferential rates/pricing will be accorded. The requirements are as follows:

Table 1: Requirements for preferential rates/pricing

Membership	Requirement 1: AUM	Requirement 2: WM Balance
Private Wealth	SGD 1 million and above	SGD 200,000 and above
Preferred	SGD 250,000 and above	No requirements

- (a) The Customer must meet Requirement 1: Assets Under Management ("AUM"). AUM will be calculated based on the average of the Customer's last three (3) months end of period balance. AUM is defined as:
  - Deposits maintained under any one or more of the Customer's Savings, Current and Fixed Deposits and Asset Accounts with the Bank including account(s) held jointly in the name of the Customer and others deemed acceptable to the Bank, OR
  - ii. Investment amount as the Bank may determine from time to time deposited in any investment account of the Bank or made with the Bank
- (b) The Customer must meet Requirement 2: the aggregate requirement for Wealth Management ("WM Balance"). The WM Balance will be calculated as Total WM on the average of the Customer's last three (3) months end of period balance. WM is defined as Total Investments + Bancassurance Single Premium/Contribution.
- 4. The existing Customer's current membership may be upgraded by CIMB Bank on a monthly basis, or as and when determined by CIMB Bank, subject to the fulfilment of the relevant requirements in Clause 3. In the event the existing Customer fails to maintain the requirements for his/her current membership, the existing Customer's membership will be downgraded by CIMB Bank on a yearly basis, or as and when determined by CIMB Bank from time to time.
- 5. For products with preferential rates/pricing, the rates/pricing will be published on CIMB Bank website at <a href="https://www.cimb.com.sg/en/personal/banking-with-us/cimb-preferred.html">https://www.cimb.com.sg/en/personal/banking-with-us/cimb-preferred.html</a>. The Customers shall refer to CIMB Bank Preferred website for the rates/pricing. The preferential rates/pricing will only be accorded to the eligible new product(s) purchased by the Customers.
- 6. The product's Specific Terms and Conditions for this Offer (attached hereto as Schedule 1) shall be read and construed together with the respective product's full terms and conditions. In the event of inconsistencies between the two, the product's full terms and conditions shall prevail.
- 7. Qualified CIMB Bank staff are eligible for the preferential rates/pricing under this Offer.
- 8. The Customers are entitled to apply for as many products with no ceiling limit unless expressly stated otherwise.

- 9. Notwithstanding the requirements set out in Clause 3 above, the Customer's application for any loan or financing products with preferential rates/pricing will still be subject to CIMB Bank's credit approval (as the case may be) and the Margin of Finance (MOF) rules.
- 10. The preferential rates/pricing offered are on a standalone basis and will not be applicable with other campaigns, discounts or offers unless otherwise specifically stated.

## **Sample Scenarios**

No.	AUM	WM Balance	Customer's Membership
1	SGD 1 million	SGD 200,000	Private Wealth
2	SGD 1 million	SGD 100,000	<u>Preferred</u>
<u>3</u>	SGD 250,000	SGD 50,000	<u>Preferred</u>
<u>4</u>	SGD 250,000	<u>Nil</u>	<u>Preferred</u>
<u>5</u>	<u>Nil</u>	<u>Nil</u>	Not eligible
<u>6</u>	SGD 100,000	<u>Nil</u>	Not eligible

- In scenario 1, the Customer is eligible for preferential rates/pricing accorded to Private Wealth members.
- In scenario 2, the Customer is eligible for preferential rates/pricing accorded to Preferred members.
- 3. In scenarios 3 and 4, the Customers are qualified for Preferred membership's preferential pricing based on their respective AUM.
- 4. In scenarios 5 and 6, the Customers are not eligible for any preferential rates/pricing.

### **General Terms and Conditions**

- 1. The Customers agree that by participating in this Offer, they:
  - a) confirm they have read, understood and agreed to be bound by these Terms and Conditions stated therein, as may be amended, supplemented and/or substituted by CIMB Bank from time to time;
  - consent that CIMB Bank may use, disclose and process personal data provided by them for one or more of the purposes stated in CIMB Bank's Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 (available on www.cimb.com.sg)
  - agree that all decisions made by CIMB Bank in relation to every aspect of this Offer including the preferential rates/pricing and benefits shall be final, binding and conclusive; and
  - d) agree that CIMB Bank shall not be liable or held responsible to the Customers if CIMB 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:
    - 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 control; or
    - (v) any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.
- The Customers will not be entitled to this Offer and/or the preferential rates/pricing and benefits will be forfeited if:
  - the Customers are in breach of the terms and conditions governing the specific products and/or the terms and conditions for this Offer;

- b) the Customers' product(s) is terminated or closed or be made subject to any attachment or adverse orders made by the Court or any authorities sanctioned by laws; or
- the Customers' product(s) is delinquent, invalid or cancelled by the Customers or CIMB Bank.
- 3. CIMB Bank shall have the right to disqualify any Customers that it determines to be:
  - a) tampering with the application process: and/or
  - b) acting in breach or potential breach of these Terms and Conditions.
- 4. CIMB Bank reserves the right to amend or revise the preferential rates/pricing and benefits offered and/or extend, shorten, discontinue, cancel, terminate or suspend this Offer by giving twenty-one (21) calendar days' prior notice to the Customers via:
  - (i) announcement at CIMB Bank's website; or
  - (ii) notice at CIMB Bank's branches; or
  - (iii) notice at CIMB Bank's Currency Exchange counters; or
  - (iv) by any other means of notification which CIMB Bank may select.

For avoidance of doubt, CIMB 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 amendments or revision to the preferential rates/pricing and benefits offered and/or any extension, shortening, discontinuance, cancellation, termination or suspension of this Offer.

- 5. CIMB Bank shall not be liable to any 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' participation or non-participation in this Offer; and/or
  - b) any non-receipt or delayed receipt by the Customers of any communication relating to this Offer:

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

- a) CIMB Bank reserves the right to vary, add, delete or amend any of these Terms and Conditions ("Amendment") by giving twenty-one (21) calendar days' prior notice to the Customers via:
  - (i) announcement at CIMB Bank's website;
  - (ii) notice at CIMB Bank's branches;
  - (iii) notice at CIMB Bank's Currency Exchange counters:
  - (iv) advertisement in one newspaper of CIMB Bank's choice; or
  - (v) by any other means of notification which CIMB Bank may select.
  - b) The Amendment shall be deemed as binding on the Customers from the date of notification of the Amendment or from such other date as may be specified by CIMB Bank in the notification.
  - c) The Customers acknowledge and agree to access CIMB Bank's website at regular intervals to view the terms and conditions of this Offer and to ensure that they are kept up-to date with any variation to these Terms and Conditions.
- CIMB Bank will not be liable to the Customers for any loss or damage suffered or incurred by the Customers as a direct or an indirect result of the Amendment.
- 8. These Terms and Conditions (as amended from time to time pursuant to Clause 6 above):
  - a) shall prevail over any provisions or representations contained in any other materials advertising this Offer; and
  - b) are to be read together with the prevailing terms and conditions of the respective products and/or benefits which shall apply in addition to these Terms and Conditions.
- CIMB Bank will not be responsible for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the product(s) or related correspondence

whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise unless the same is caused directly by CIMB Bank's gross negligence or wilful default.

- 10. CIMB Bank reserves the right at its absolute discretion without being required to assign any reason to terminate this Promotion without any liability on its part (whether accrued or otherwise) or vary, delete, supplement, modify, amend or add to any of these terms and conditions from time to time at its discretion without prior notice.
- 11. CIMB Bank's decision on all matters relating to this Promotion is final and binding and no further correspondence will be entertained.
- 12. In the event of any inconsistency between these terms and conditions and any application form, brochure, marketing or promotional material relating to this Promotion, these terms and conditions shall prevail to the extent of matters relating to this Promotion.
- 13. CIMB Bank's Terms and Conditions Governing the Operations of Deposits Accounts and Terms and Conditions Governing Electronic Banking Services (available at any CIMB Bank branch and on www.cimb.com.sg) apply.
- 14. These terms and conditions shall be governed by the laws of Singapore and the participants in this Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 15. A person who is not a party to any agreement governed by these terms and conditions shall not have any right under Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.
- Any termination, suspension, amendment or variation of this Promotion by CIMB Bank or the terms and conditions herein shall not entitle any participant to any claims or compensation from CIMB Bank for any and all losses or damages suffered or incurred by that participant, whether directly or indirectly caused.
- 17. The recommendation is intended for general circulation, and does not take into account the specific investment objectives, financial situation or particular needs of any person. You may wish to seek advice from a financial adviser before making a commitment to purchase the product. In the event that you choose not to seek advice from a financial adviser, you should consider whether the product in question is suitable for you.
- 18. This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact the insurer or visit the GIA/LIA or SDIC website (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).
- 19. All information is correct at the time of print.

#### 20. Deposit Insurance Scheme

Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to \$\$75,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.

## **Terms and Conditions relating to Products**

## Schedule 1: Product Specific Terms & Conditions

- The list of product(s) applicable under these terms and conditions is provided on the CIMB Preferred website. Preferential rates are only applicable for the following products ("Participating Product(s)"):
  - a) Premium Financing
  - b) Portfolio Financing
  - c) Private Property Loan
  - The Terms and Conditions governing the respective Participating Products (available at any CIMB Bank branch and on <a href="https://www.cimb.com.sg/en/personal/help-support/general-terms-and-conditions.html">https://www.cimb.com.sg/en/personal/help-support/general-terms-and-conditions.html</a>) apply.

# Terms and Conditions relating to Private Property Loan

- 1. The Fixed rate package availed is applicable to individuals only, and is subject to the following conditions:
  - i. minimum loan amount of S\$200,000;
  - ii. the property loan is granted for the purpose of financing the purchase of a private residential property, or refinancing of an existing private property loan to CIMB; and
  - iii. the private residential property secured by the Facility is located in Singapore, with a valid Temporary Occupation Permit issued.
- 2. Not applicable for refinancing/repricing of existing CIMB property loan.
- 3. No referral fee shall be payable under this preferential rates/pricing.
- 4. All property loan applications received are subject to approval and acceptance by CIMB.
- 5. CIMB shall not be required to provide reasons for rejection of any property loan application, and will not be liable to any compensation as a result.
- 6. The terms and conditions of this preferential rates/pricing are to be read in conjunction with CIMB Terms and Conditions Governing Banking Facilities Granted by CIMB Bank Berhad (Singapore Branch) Secured by a Mortgage of Property.
- 7. A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.

## Terms and Conditions relating to Wealth Products (Participating Products (a) - (c))

- 1. For joint account applicants, the Primary account holder's tier will prevail.
- 2. Commitment fee waived.