



## Terms & Conditions BSN Auto Balance Conversion Programme for BSN Credit Card/-i

*(To be read together with the BSN Visa/MasterCard Cardmember Agreement)*

The BSN Auto Balance Conversion Programme (“**Programme**”) is available to the Cardmembers of Bank Simpanan Nasional (BSN) Visa/Mastercard Credit Card/-i (“**Cardmember**”) who meet the eligibility criteria stipulated herein. The Programme will automatically convert the Cardmember’s outstanding balances into 36-months’ monthly instalments.

### **Eligibility**

1. The Programme is only applicable to Cardmember(s) who meet all the following criteria:
  - a. Malaysian citizen;
  - b. Monthly income of RM5,000 or less, based on BSN’s latest records;
  - c. Average payment ratio over the past 12 months is 10% or less;  
(Payment ratio = Total payment over the last 12 months/total statement balance over the last 12 months)
  - d. Cardmember’s BSN Visa/Mastercard Credit Card/-i account (“**Account**”) is active and not delinquent; and
  - e. The Cardmember has a minimum of RM1,000 outstanding balance on the Account statement (“**Auto Balance Conversion Amount**”).
2. BSN will review the Cardmember’s eligibility annually.
3. If the Cardmember is found to be eligible for the Programme, BSN will notify the Cardmember via a short messaging service (“**SMS**”) that BSN shall enrol the Cardmember on the Programme.
4. If the Cardmember does not respond to the SMS within the specified time:
  - a. The Cardmember shall be considered to have accepted and consented to participate in the Programme; and
  - b. BSN will automatically enroll the Cardmember into the Programme which will take effect on the following month.
5. The Cardmembers who do not wish to participate in the Programme may opt out by contacting BSN Contact Centre at 03- 2613 1900 within the time frame stated in the SMS.

### **Auto Balance Conversion Amount**

6. Once the Programme takes effect, the Auto Balance Conversion Amount will be converted into a 36-month instalment plan and a flat Profit/Interest Charge rate of 7.1% per annum will be applied, which is equivalent to effective Profit/Interest Charge rate of 13% per annum, calculated over the full Auto Balance Conversion Tenure (“**Auto Balance Conversion Monthly Instalment**”).

#### **Cooling-Off Period upon Conversion**

7. Upon the successful enrolment into the Programme, the Cardmember will receive an SMS stating the Auto Balance Conversion Amount.
8. The Cardmember who are enrolled in the Programme for the first time is given a 30 day cooling-off period (“**Cooling-Off Period**”) where the Cardmember may choose the following options :
  - a. Where a Cardmember cancels within the Cooling- Off Period, the Auto Balance Conversion Amount will be reversed back into the Cardmember’s Account. The normal charges for the Account shall apply in accordance with the applicable BSN Visa/Mastercard Cardmember Agreement (“**Agreement**”); or
  - b. Where a Cardmember cancels within the Cooling-Off Period, the Cardmember must repay the full Auto Balance Conversion Amount immediately.
9. For any subsequent enrolments into the Programme, if the Cardmember wants to cancel the instalment plan after it has started, the Cardmember must pay the full Auto Balance Conversion Amount before the cancellation request can be processed by BSN.
10. Any cancellation made under Clause 8 and 9 is subject to the provisions under Clause 20 below.

#### **Account**

11. Upon the commencement of the Programme, the Auto Balance Conversion Monthly Instalment (which covers the Auto Balance Conversion Amount and Profit/Interest Charge) will be reflected in the Cardmember’s Account statement on the next statement of account date.
12. The Auto Balance Conversion Monthly Instalment forms part of the Cardmember’s minimum payment due. The Auto Balance Conversion Monthly Instalment shall be

payable in full on or before the payment due date.

13. The Auto Balance Conversion Monthly Instalment amount is fixed. Any excess payment will not reduce the outstanding principal amount or and will only be treated as advance payment for the following month's Auto Balance Conversion Monthly Instalment.
14. If the Cardmember fails to pay the Auto Balance Conversion Monthly Instalment in full for three (3) consecutive months, BSN shall be entitled to automatically terminate the Programme made available to the Cardmember, whereupon the total principal amount of Auto Balance Conversion owing together with the applicable Profit/Interest Charges, late payment charges and balance of all other monies due and owing under the Cardmember's Account must be paid immediately.

#### **Facility Limit**

15. The approved Auto Balance Conversion Amount is treated as part of the available facility limit for all Cardmember's Account(s), including the supplementary credit card account(s) and it is towards reducing the Cardmember's available facility limit. The available facility limit will be progressively restored and made available for use by the amount of the principal portion of each Auto Balance Conversion Monthly Instalment paid.

#### **Late Payment**

16. If the Cardmember fails to pay the Auto Balance Conversion Monthly Instalment by the payment due date, BSN will impose a profit/interest charge on the unpaid amount. The applicable profit/interest charge rates are stipulated in BSN's Credit Card/-i Product Disclosure Sheet that is accessible at [www.bsn.com.my](http://www.bsn.com.my) ("BSN's website").
17. The profit/interest charge will be calculated from the date the transactions is posted on the Account until full payment is received and credited in the Cardmember's Account.
18. **For Islamic Credit Cards**, if the Cardmember fails to pay the Auto Balance Conversion Monthly Instalment by the payment due date, Ta'widh (compensation) shall also be imposed in accordance with terms and conditions of the BSN's Al-Aiman Visa/Mastercard Cardmember Agreement which is available on BSN's website.
19. **For Conventional Credit Cards**, if the Cardmember fails to pay the Auto Balance Conversion Monthly Instalment by the payment due date, Late Payment Charge shall

also be imposed in accordance with terms and conditions of the BSN Visa/Mastercard Cardmember Agreement which is available on BSN's website.

### **No Happy Points or Cash Rebates**

20. The Cardmember is not be entitled to any BSN Happy Points or cash rebates under this Programme.

### **Cancellation and Full Payment**

21. In the event the Cardmember wants to make full settlement or cancel their participation in the Programme, the whole Auto Balance Conversion Monthly Instalment (which includes the outstanding Auto Balance Conversion Amount and Profit/Interest Charge) will be charged to the Cardmember's Account.
22. All sum specified above will be shown in the Cardmember's Account monthly statement and the Cardmember shall pay the same in accordance with the provisions of the Agreement failing which, BSN has the right to exercise its right under the Agreement. The Cardmember shall forthwith settle all balances due upon the cancellation.
23. The Cardmember may email [customercare@bsn.com.my](mailto:customercare@bsn.com.my) or contact BSN Contact Centre at 03-2613 1900 to request to make full settlement or cancellation for the Auto Balance Conversion Amount.

### **BSN's Right to Terminate**

24. Each of the following events shall constitute an event of default where with the occurrence of such an event, all outstanding Auto Balance Conversion Monthly Instalment and/or all monies due thereunder shall immediately become due and payable by the Cardmember and without prejudice to the Bank's right to demand payment of all or any part of the Auto Balance Conversion Monthly Instalment and all monies due thereunder. All such outstanding Auto Balance Conversion Monthly Instalment will be shown in the Cardmember's Account monthly statement and the Cardmember shall pay the same in accordance with the provisions of the Agreement. The Bank shall be entitled to exercise its remedies under the Agreement:-
  - a. If the Cardmember defaults on any of his/her obligations stated herein or under the Agreement;
  - b. If default is made on the payment of the Auto Balance Conversion Monthly Instalment or any sums due hereunder or under the Cardmember's Account;

- c. If the Programme is terminated;
- d. If the Terms and Condition herein or any part hereof shall at any time for any reason cease to be in full force and effect or valid or shall be declared void, repudiated or frustrated;
- e. If it becomes impossible or unlawful for the Bank to make available or continue to make the Programme available to the Cardmember;
- f. If any circumstances of any nature occur which in the Bank's opinion may cause the Bank to be unable to make available or continue to make the Programme available to the Cardmember;
- g. If the Card is cancelled or the Cardmember's Account is terminated.

### **General Terms and Conditions**

- 25. By participating in the Programme, the Cardmember agrees:
  - a. To have read, understood and agreed to be bound by the Terms and Conditions herein, Terms and Conditions under the Agreement and/or any other relevant Terms and Conditions that BSN may impose from time to time including any amendment thereto; and
  - b. To access BSN's Website and/or any of BSN's official social media page on a regular basis to ensure that the Cardmember is updated with any change or variation made to the Terms and Conditions.
- 26. All BSN's decisions on all matters relating to this Programme shall be final, conclusive and undisputable and binding on all Cardmembers.
- 27. BSN reserves the right at its discretion to amend, vary, delete or add to any of these Terms and Conditions, in whole or in part, at any time by giving a twenty-one (21) day notice prior to such amendment, variation, deletion or addition by posting at BSN's Website and/or BSN official social media page, by post, by notification in the mass media, by posting the notice in BSN's branches or by electronic transmission or any other method of communication that BSN think appropriate. Any amendment, variation, deletion or addition to the Terms and Conditions made pursuant to this Clause shall be binding on the Cardmember and be deemed to be brought to the Cardmember' attention and knowledge. BSN will not be responsible for or accept any liability incurred by the Cardmember(s), directly or indirectly, caused by the changes.
- 28. Such amendment shall be binding on the Cardmember. In the event of any dispute relating to the Terms and Conditions, the determination and decision of BSN shall be

final, binding and conclusive.

29. The Bank reserves the right to automatically debit all or any outstanding Auto Balance Conversion Monthly Instalment to the Cardmember's Account in the event the Cardmember requests to terminate the use of the card or the Bank closes the Cardmember's Account for any reason whatsoever.
30. The Cardmember is liable to pay for all fees and charges imposed on the Card and subjected to any taxes imposed or will be imposed by the Government of Malaysia or any other competent authority in Malaysia based on the prevailing rate.
31. The Cardmember shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from their application in this Programme.
32. BSN is not responsible for technical problems that prevent any individual from applying in this Programme. This refers to technical problems occurring on BSN's side or on the Cardmember's side, including but not limited to issues with the Cardmember's own internet connection, device compatibility, or network provider.
33. In the event of any changes in the Cardmember's Account number, the Programme will be automatically debited to the Cardmember's new credit card account which will be issued under the "conversion", "lost card" or "fraud" procedure.
34. In no events BSN will be liable and/or responsible to the Cardmember for any losses or damages (including without limitation to loss of income, profit, goodwill, business opportunity or direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, negligence or otherwise, in connection with the Programme.
35. BSN shall not be responsible and/or liable, nor shall it accept any form of liability in whatsoever nature and howsoever arising or suffered by Cardmembers resulting directly or indirectly from the Cardmembers' participation in the Programme or otherwise.
36. Furthermore, BSN shall not be liable for any default of its obligation under the Programme due to any force majeure event which include but not limited to act of God, pandemic and/or epidemic, war (whether declared or undeclared), strike, riot, lockout, industrial action, civil commotion, terrorist acts, disputes, worker unrest, sanctions, fire,

flood, drought, storm, accident, machine failures and failure of data processing systems or transmissions rates or telecommunications or electrical system or any event beyond the reasonable control of BSN.

37. BSN reserves the right:-

- a. To modify, suspend or cancel the Programme in the event it becomes incapable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of BSN, despite the best effort of BSN;
- b. To disqualify any Cardmembers that are found or suspected of tampering with the Programme's process, the operation of the Programme or to be in violation of the Terms and Conditions of this Programme; and
- c. To pursue legal action against any individual, it believes has undertaken fraudulent activities or other activities harmful to the Programme or BSN.

38. The Cardmembers agree and consent to their personal details including without limitation to Personal Data or information being collected, processed and used by BSN and/or third-party service providers engaged by BSN, if any, for the purposes of the Programme in accordance with BSN's Privacy Policy, which may be viewed at BSN's Website. In the event of any inconsistency between this Terms and Conditions with BSN's Privacy Policy, BSN's Privacy Policy shall prevail.

39. The Cardmembers have the right at any time to:-

- a. Withdraw their consent for the use of Personal Data;
- b. Request for any correction/update of Personal Data; and
- c. Raise any questions regarding the use of Personal Data by contacting BSN as stipulated in BSN's Privacy Policy.

40. The Cardmembers agree that the withdrawal of permission to use Personal Data may affect the services provided by BSN or participation in the Programme and therefore BSN has the right to discontinue BSN services or the Cardmembers' participation in the Programme associated with such Personal Data by giving notice to the Cardmembers.

41. These Terms and Conditions are an addition to the Terms and Conditions under the Agreement and the Cardmembers agree that these Terms and Conditions shall be read together with the Agreement. In the event of discrepancy between any of these Terms and Conditions and Agreement, these Terms and Conditions shall prevail to the extent

they apply to the Programme.

42. In the event of any discrepancies between the Terms and Conditions herein and any advertising, promotional, publicity and other materials relating to or in connection with this Programme, these Terms and Conditions shall prevail. Any matter with regard to the Programme which is not covered in these Terms and Conditions will be determined solely by BSN at its discretion.
43. All materials related to the Programme including but not limited to designs, logos, promotional content and printed materials are the intellectual property of BSN and shall not be used without prior written consent from BSN.
44. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaya.
45. All expressions in these terms and conditions shall have the same meanings as set out in the Agreement where the context otherwise requires or where it is expressly stated to the contrary.

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