

14 October 2024

Important Notice:

Notice of Amendments to CIMB Bank and CIMB Islamic Bank Cardholder Terms and Conditions

Dear Valued Cardholders,

Effective 4 November 2024, CIMB Bank and CIMB Islamic Bank Cardholder Terms and Conditions will be amended as set out in the tables below. The amendments in the clauses are marked in bold and underlined for ease of reference.

You may view the below revised Terms and Conditions via CIMB website's Credit Cards Terms and Conditions page [here](#).

1) CIMB Bank Cardholder Terms & Conditions

| Clause | Existing Clause | Revised Clause |
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| 1(t) | <p>"Primary Device" means the device on which the Cardholder has activated the CIMB Clicks Application or CIMB Octo Application (as the case may be). If the Cardholder has activated CIMB Clicks Application or CIMB Octo Application on multiple devices, then the primary device is the last device on which the CIMB Clicks Application or CIMB Octo Application was activated;</p> | <p>"Primary Device" means the device on which the Cardholder has activated the CIMB Clicks App and/or CIMB Octo App;</p> |
| 5(a) | <p>(a) Unless otherwise agreed by the Bank, the Cardholder must pay for all charges incurred for goods and services and all cash advances obtained through the use of the Card.</p> <p>The Cardholder must take the utmost care and precaution to keep secret and secure and the Cardholder's PIN and the OTP/TAC sent to the Mobile Device to ensure that the Card does not get used fraudulently. The Cardholder's duties include: -</p> <ul style="list-style-type: none"> • never allowing anyone else to use the Card and the Mobile Device/Primary Device. • regularly check that the Card and the Mobile Device/Primary Device is still in the Cardholder's possession and custody. • never writing the PIN on the Card or any item normally kept close to or with the Card, and keeping the Cardholder's PIN record, even if disguised, separate and well apart from the Cardholder's Card. • never disclosing or allowing any third party to have access to any OTP and/or TAC. • never writing the PIN down in a way which can be understood by someone else. | <p><i>Updated Cardholder's responsibility to safeguard the Card against theft, loss or unauthorised use of the Card and the Mobile Device</i></p> <p><u>(a) The Cardholder is responsible to safeguard the Card against theft, loss or unauthorised use of the Card. If the Card is stolen, loss or there are unauthorised transactions, the Cardholder must notify the Bank immediately.</u> Unless otherwise agreed by the Bank, the <u>Cardholder shall be liable for all charges and advances whatsoever arising from all transactions, whether authorised or unauthorised, effected with the Card and</u> must pay for all charges incurred for goods and services and all cash advances obtained through the use of the Card.</p> <p>The Cardholder must take the utmost care and precaution to keep <u>the Card safe and to keep</u> the Cardholder's PIN and the OTP/TAC sent to the Mobile Device/<u>Primary Device secret and secure</u> to ensure that the Card does not get used fraudulently. The Cardholder's duties include: -</p> <ul style="list-style-type: none"> • never allowing anyone else to use the Card and the Mobile Device/Primary Device. |

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| | <ul style="list-style-type: none"> • never disclosing the Card details or PIN to anyone else. • not letting the Card out of the Cardholder's sight. <p>The Cardholder must notify the Bank: -</p> <p>(i) immediately or as soon as reasonably practicable after discovering that the Card is lost or stolen or if the PIN may have been compromised or if any unauthorized transaction(s) had occurred;</p> <p>(ii) immediately when the Cardholder receives a SMS transaction alert for a transaction that was not authorized by the Cardholder; and</p> <p>(iii) immediately when the Cardholder's Mobile Device's number changes.</p> | <ul style="list-style-type: none"> • regularly check that the Card and the Mobile Device/Primary Device is still in the Cardholder's possession and custody. • never writing the PIN on the Card or any item normally kept close to or with the Card, and keeping the Cardholder's PIN record, even if disguised, separate and well apart from the Cardholder's Card. • never disclosing or allowing any third party to have access to any OTP and/or TAC. • never writing the PIN down in a way which can be understood by someone else. • never disclosing the Card details or PIN to anyone else. • not letting the Card out of the Cardholder's sight. <p>The Cardholder must notify the Bank: -</p> <p>(i) immediately or as soon as reasonably practicable after discovering that the Card is lost or stolen or if the PIN may have been compromised or if any unauthorized transaction(s) had occurred;</p> <p>(ii) immediately when the Cardholder receives a SMS transaction alert for a transaction that was not authorized by the Cardholder; and</p> <p>(iii) immediately when the Cardholder's Mobile Device's number changes.</p> |
| <p>5(b)</p> | <p>(b) The Cardholder shall be liable for: -</p> <p>(i) PIN-based unauthorised transactions, if the Cardholder: -</p> <ul style="list-style-type: none"> • acts fraudulently; • delays notifying the Bank after discovering the loss or unauthorised use of the Card; • voluntarily discloses the PIN to another person; or • recorded the PIN on the Card, or on anything kept close to or with the Card. <p>(ii) unauthorised transactions which require signature verification or the use of the Card for Contactless Transaction(s), if the Cardholder: -</p> <ul style="list-style-type: none"> • acts fraudulently; • delays notifying the Bank after discovering the loss or unauthorised use of the Card; • left the Card unattended or failed to keep the Card safe; or • voluntarily allows another person to use the Card. | <p><i>Amendments made to Clause 5(b)(ii) since signature verification is no longer required.</i></p> <p>(b) The Cardholder shall be liable for: -</p> <p>(i) PIN-based unauthorised transactions, if the Cardholder: -</p> <ul style="list-style-type: none"> • acts fraudulently; • delays notifying the Bank after discovering the loss or unauthorised use of the Card; • voluntarily discloses the PIN to another person; or • recorded the PIN on the Card, or on anything kept close to or with the Card. <p>(ii) unauthorised transactions which require presentation of the Card or the use of the Card for Contactless Transaction(s), if the Cardholder: -</p> <ul style="list-style-type: none"> • acts fraudulently; • delays notifying the Bank after discovering the loss or unauthorised use of the Card; • left the Card unattended or failed to keep the Card safe; or • voluntarily allows another person to use the Card. |

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| 7(b) | The Cardholder must not incur any spending on the Card which will cause the credit limit to be exceeded unless the Cardholder first gets the written approval of the Bank. | <p><i>Updated Clause 7(b) for further clarity. The credit limit on the Card is set by the Bank and spending on the Card exceeding the credit limit on the Card shall not be construed as an increase in the Cardholder's credit limit for the Card.</i></p> <p>The Cardholder must not incur any spending on the Card which will <u>exceed the credit limit for the Card</u> unless the Cardholder first gets the approval of the Bank.</p> |
| 7(c) | None | <p><i>Insertion of new Clause 7(c)</i></p> <p>The Bank may at its discretion allow the Cardholder to exceed the credit limit from time to time, but this does not mean that the Bank has increased the Cardholder's credit limit.</p> |
| 7(d) | None | <p><i>Insertion of new Clause 7(d)</i></p> <p>In determining whether the credit limit for the Cardholder has been exceeded, the Bank may take into account: -</p> <ul style="list-style-type: none"> (i) transactions made with the Card which have not been debited from the Cardholder's Mastercard and/or Visa Card Account; and (ii) authorisation code(s) which have been issued by the Bank to authorized third parties in relation to cash withdrawal transactions on the Card. |
| 7(e) | (c) If the Cardholder has both a Mastercard and a Visa Card and/or where Supplementary Card(s) have been issued, the credit limit is to be shared by all these cards and the Cardholder must make sure that the total spending under all these cards do not exceed the set credit limit. | <p><i><u>Change from Clause 7(c) to Clause 7(e) as a result of insertion of new Clauses 7(c) and 7(d).</u></i></p> <p>(e) If the Cardholder has both a Mastercard and a Visa Card and/or where Supplementary Card(s) have been issued, the credit limit is to be shared by all these cards and the Cardholder must make sure that the total spending under all these cards do not exceed the set credit limit.</p> |
| 7(f) | The Bank is not under any duty to make sure the Cardholder does not exceed the Card's credit limit and the Cardholder is liable for all charges even if the credit limit is exceeded. | <p><i>Amendments for clarity on Cardholder's liability.</i></p> <p>The Bank is not under any duty to make sure the Cardholder does not exceed the Card's credit limit and the Cardholder is liable for all <u>transactions and charges incurred on the Card including Supplementary Card(s)</u> even if the credit limit is exceeded.</p> |
| 7(g) | None | <p><i>Insertion of new Clause 7(g)</i></p> <p>If Cardholder exceeds the credit limit, the amount in excess of the credit limit must be paid promptly by the next payment due date, or upon receipt of written notice from the Bank.</p> |

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| 7(h) | <p>(e) The Bank may disallow the use of the credit limit at any time where the Bank suspects or the Bank is of the opinion that the use of the credit limit is for fraudulent, unlawful, unauthorized or suspicious transaction.</p> | <p><i>Change from Clauses 7(e) to 7(h) to Clauses 7(h) to 7(k) as a result of the insertion of new Clause 7(g)</i></p> <p>(h) The Bank may disallow the use of the credit limit at any time where the Bank suspects or the Bank is of the opinion that the use of the credit limit is for fraudulent, unlawful, unauthorized or suspicious transaction.</p> |
| 7(i) | <p>(f) The Cardholder's credit limit is subject to review by the Bank from time to time and at any time. The Bank may at any time give notice to the Cardholder to reduce the credit limit for the Card, without giving any reason.</p> | <p>(i) The Cardholder's credit limit is subject to review by the Bank from time to time and at any time. The Bank may at any time give notice to the Cardholder to reduce the credit limit for the Card, without giving any reason.</p> |
| 7(j) | <p>(g) If any of the events in Clause 4(b) above happens, the Bank may also by giving notice to the Cardholder, immediately, suspend, withdraw or reduce the Cardholder's credit limit and/or impose further conditions on the use of the Card as the Bank reasonably deems fit.</p> | <p>(j) If any of the events in Clause 4(b) above happens, the Bank may also by giving notice to the Cardholder, immediately, suspend, withdraw or reduce the Cardholder's credit limit and/or impose further conditions on the use of the Card as the Bank reasonably deems fit.</p> |
| 7(k) | <p>(h) The Bank may (but is not required to) contact the Cardholder to check whether transactions have been properly authorised on the Card to prevent fraud. If the Bank is unable to contact the Cardholder the Bank may (but is not required to) decline the transaction without incurring liability. If the Bank allows the transaction, the Cardholder is liable for the transaction.</p> | <p>(k) The Bank may (but is not required to) contact the Cardholder to check whether transactions have been properly authorised on the Card to prevent fraud. If the Bank is unable to contact the Cardholder the Bank may (but is not required to) decline the transaction without incurring liability. If the Bank allows the transaction, the Cardholder is liable for the transaction.</p> |

2) CIMB Islamic Cardholder Terms & Conditions

| Clause | Existing Clause | Revised Clause |
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| 1(o) | <p>“Primary Device” means the device on which the Cardholder has activated the CIMB Clicks Application or CIMB Octo Application (as the case may be). If the Cardholder has activated CIMB Clicks Application or CIMB Octo Application on multiple devices, then the primary device is the last device on which the CIMB Clicks Application or CIMB Octo Application was activated;</p> | <p>“Primary Device” means the device on which the Cardholder has activated the CIMB Clicks App and/or CIMB Octo App;</p> |
| 21.1 (a) | <p>(a) Unless otherwise agreed by the Bank, the Cardholder must pay all charges incurred for goods and services and all cash advances obtained through the use of the Card.</p> <p>The Cardholder must take the utmost care and precaution to keep secret and secure and the Cardholder's PIN, OTP and/or TAC sent to the Mobile Device to ensure that the Card does not get used fraudulently. The Cardholder's duties include:-</p> <ul style="list-style-type: none"> • never allowing anyone else to use the Card and the Mobile Device/Primary Device. • regularly check that the Card and the Mobile Device/Primary Device is still in his possession and custody. • never writing the PIN on the Card or any item normally kept close to or with the Card, and keeping the Cardholder's PIN record, even if disguised, separate and well apart from his Card. • never disclosing or allowing any third party to have access to any OTP and/or TAC. • never writing the PIN down in a way which can be understood by someone else. • never disclosing the Card details or PIN to anyone else. • not letting the Card out of the Cardholder's sight. <p>The Cardholder must notify the Bank:-</p> <p>(i) immediately or as soon as reasonably practicable after discovering that the Card is lost or stolen or if the PIN may have been compromised or if any unauthorized transaction(s) had occurred;</p> <p>(ii) immediately when the Cardholder receives a SMS transaction alert for a transaction that was not authorized by the Cardholder; and</p> <p>(iii) immediately when the Cardholder's Mobile Device's number changes.</p> | <p><u>(a) The Cardholder is responsible to safeguard the Card against theft, loss or unauthorised use of the Card. if the Card is stolen, loss or there are unauthorised transactions, the Cardholder must notify the Bank immediately.</u> Unless otherwise agreed by the Bank, the Cardholder <u>shall be liable for all charges and advances whatsoever arising from all transactions, whether authorised or unauthorised, effected with the Card and</u> must pay for all charges incurred for goods and services and all cash advances obtained through the use of the Card.</p> <p>The Cardholder must take the utmost care and precaution to keep <u>the Card safe and to keep</u> Cardholder's PIN, OTP and/or TAC sent to the Mobile Device/ <u>Primary Device secret and secure</u> to ensure that the Card does not get used fraudulently. The Cardholder's duties include:-</p> <ul style="list-style-type: none"> • never allowing anyone else to use the Card and the Mobile Device/Primary Device. • regularly check that the Card and the Mobile Device/Primary Device is still in his possession and custody. • never writing the PIN on the Card or any item normally kept close to or with the Card, and keeping the Cardholder's PIN record, even if disguised, separate and well apart from his Card. • never disclosing or allowing any third party to have access to any OTP and/or TAC. • never writing the PIN down in a way which can be understood by someone else. • never disclosing the Card details or PIN to anyone else. • not letting the Card out of the Cardholder's sight. <p>The Cardholder must notify the Bank:-</p> <p>(i) immediately or as soon as reasonably practicable after discovering that the Card is lost or stolen or if the PIN may have been compromised or if any unauthorized transaction(s) had occurred;</p> |

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| | | <p>(ii) immediately when the Cardholder receives a SMS transaction alert for a transaction that was not authorized by the Cardholder; and</p> <p>(iii) immediately when the Cardholder's Mobile Device's number changes.</p> |
| 21.1 (b) | <p>The Cardholder will be liable for:-</p> <p>(i) PIN-based unauthorised transactions, if the Cardholder: -</p> <p>(aa) acts fraudulently;</p> <p>(bb) delays notifying the Bank after discovering the loss or unauthorised use of the Card;</p> <p>(cc) voluntarily discloses the PIN to another person; or</p> <p>(dd) recorded the PIN on the Card, or on anything kept close to or with the Card.</p> <p>(ii) unauthorised transactions which require signature verification or the use of a contactless Card, if the Cardholder: -</p> <p>(aa) acts fraudulently;</p> <p>(bb) delays notifying the Bank after discovering the loss or unauthorised use of the Card;</p> <p>(cc) left the Card unattended or failed to keep the Card safe; or</p> <p>(dd) voluntarily allows another person to use the Card.</p> | <p>The Cardholder will be liable for:-</p> <p>(i) PIN-based unauthorised transactions, if the Cardholder: -</p> <p>(aa) acts fraudulently;</p> <p>(bb) delays notifying the Bank after discovering the loss or unauthorised use of the Card;</p> <p>(cc) voluntarily discloses the PIN to another person; or</p> <p>(dd) recorded the PIN on the Card, or on anything kept close to or with the Card.</p> <p>(ii) unauthorised transactions which require <u>presentation of the Card</u> or the use of a contactless Card, if the Cardholder: -</p> <p>(aa) acts fraudulently;</p> <p>(bb) delays notifying the Bank after discovering the loss or unauthorised use of the Card;</p> <p>(cc) left the Card unattended or failed to keep the Card safe; or</p> <p>(dd) voluntarily allows another person to use the Card.</p> |
| 23.1 | <p>The Bank will set a credit limit for the Card when the Card is first issued to the Cardholder. The Cardholder must not incur any spending on the Card which will cause the credit limit to be exceeded unless the Cardholder first gets the <u>written</u> approval of the Bank. The Cardholder shall not exceed the prescribed credit limit assigned/ established by the Bank unless prior approval to exceed this limit is obtained by the Cardholder from the Bank. The Cardholder further undertakes not to affect any purchases or transactions within or outside Malaysia which may cause the credit limit to be exceeded in aggregate.</p> | <p>The Bank will set a credit limit for the Card when the Card is first issued to the Cardholder. The Cardholder must not incur any spending on the Card which will cause the credit limit to be exceeded unless the Cardholder first gets the approval of the Bank. The Cardholder shall not exceed the prescribed credit limit assigned/ established by the Bank unless prior approval to exceed this limit is obtained by the Cardholder from the Bank. The Cardholder further undertakes not to affect any purchases or transactions within or outside Malaysia which may cause the credit limit to be exceeded in aggregate.</p> |
| 23.3 | No existing clause | <p>The Bank may at its discretion allow the Cardholder to exceed the credit limit from time to time, but this does not mean that the Bank has increased the Cardholder's credit limit.</p> |

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| 23.4 | No existing clause | <p>In determining whether the credit limit for the Cardholder has been exceeded, the Bank may take into account:-</p> <ul style="list-style-type: none"> (i) transactions made with the Card which have not been debited from the Cardholder's Mastercard and/or Visa Card Account; and (ii) authorisation code(s) which have been issued by the Bank to authorized third parties in relation to cash withdrawal transactions on the Card. |
| 23.5 | <p>23.3 The Bank may upon the Cardholder's request alter the credit limit assigned to the Card. If the Bank agrees to the Cardholder's request, the Bank shall inform the Cardholder of the altered credit limit and the Bank shall be entitled to charge an additional charge for every approved additional credit limit as set out in paragraph D of Schedule One hereof. The Bank may approve or reject the Cardholder's request at its sole discretion without having to give any reason for its decision. The Bank may at its absolute discretion waive or grant rebates on the additional charges or part thereof. In addition, the Bank may also grant further rebates in accordance with Bank Negara Malaysia guidelines on tiered pricing.</p> | <p>23.5 The Bank may upon the Cardholder's request alter the credit limit assigned to the Card. If the Bank agrees to the Cardholder's request, the Bank shall inform the Cardholder of the altered credit limit and the Bank shall be entitled to charge an additional charge for every approved additional credit limit as set out in paragraph D of Schedule One hereof. The Bank may approve or reject the Cardholder's request at its sole discretion without having to give any reason for its decision. The Bank may at its absolute discretion waive or grant rebates on the additional charges or part thereof. In addition, the Bank may also grant further rebates in accordance with Bank Negara Malaysia guidelines on tiered pricing.</p> |
| 23.6 | <p>The Bank is not under any duty to make sure the Cardholder does not exceed the Card's credit limit and the Cardholder is liable for all charges incurred on the Card including Supplementary Card(s) even if the credit limit is exceeded.</p> | <p>The Bank is not under any duty to make sure the Cardholder does not exceed the Card's credit limit and the Cardholder is liable for all <u>transactions and charges incurred on the Card including Supplementary Card(s)</u> even if the credit limit is exceeded.</p> |
| 23.7 | Not applicable | <p>If Cardholder exceeds the credit limit, the amount in excess of the credit limit must be paid promptly by the next payment due date, or upon receipt of written notice from the Bank.</p> |
| 23.8 | <p>23.5 The Cardholder's credit limit is subject to review by the Bank from time to time and at any time. The Bank may at any time give notice to the Cardholder to reduce the credit limit for the Card, without giving any reason.</p> | <p>23.8 The Cardholder's credit limit is subject to review by the Bank from time to time and at any time. The Bank may at any time give notice to the Cardholder to reduce the credit limit for the Card, without giving any reason.</p> |
| 23.9 | <p>23.6 The Bank may disallow the use of the credit limit at any time where the Bank suspects or the Bank is of the opinion that the use of the credit limit is for fraudulent, unlawful, unauthorized or suspicious transaction.</p> | <p>23.9 The Bank may disallow the use of the credit limit at any time where the Bank suspects or the Bank is of the opinion that the use of the credit limit is for fraudulent, unlawful, unauthorized or suspicious transaction.</p> |
| 23.10 | <p>23.7 If any of the events in Clause 20.2 above happens, the Bank may also by giving notice to the Cardholder, immediately, suspend, withdraw or reduce the Cardholder's credit limit and/or impose further conditions on the use of the Card as the Bank reasonably deems fit.</p> | <p>23.10 If any of the events in Clause 20.2 above happens, the Bank may also by giving notice to the Cardholder, immediately, suspend, withdraw or reduce the Cardholder's credit limit and/or impose further conditions on the use of the Card as the Bank reasonably deems fit.</p> |

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| 23.11 | <u>23.8</u> The Bank may (but is not required to) contact the Cardholder to check whether transactions have been properly authorised on the Card to prevent fraud. If the Bank is unable to contact the Cardholder the Bank may (but is not required to) decline the transaction without incurring liability. If the Bank allows the transaction, the Cardholder is liable for the transaction. | <u>23.11</u> The Bank may (but is not required to) contact the Cardholder to check whether transactions have been properly authorised on the Card to prevent fraud. If the Bank is unable to contact the Cardholder the Bank may (but is not required to) decline the transaction without incurring liability. If the Bank allows the transaction, the Cardholder is liable for the transaction. |
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Thank you.

The Management
CIMB Bank Berhad & CIMB Islamic Bank Berhad