

Great Eastern Platinum Co-brand Card Terms and Conditions

These terms and conditions govern the credit card issued by OCBC Bank (Malaysia) Berhad (“**OCBC Bank**”) and the credit card has the joint imprint of the names and logos of OCBC Bank and Great Eastern Life Assurance (Malaysia) Berhad (Co. No. 93745-A) (“**GE Life**”) (“**GE Co-brand Card**”). These terms and conditions are binding on all customers who hold the GE Co-brand Card (“**Cardmembers**”, unless expressly excluded, this may include both the principal and supplementary Cardmembers where the context allows) and shall be read in conjunction with the OCBC Cardmember’s Agreement. By signing on or using the GE Co-brand Card, a Cardmember shall be deemed to have agreed with these terms and conditions and the OCBC Cardmember’s Agreement.

Only for policyholders of GE Life and OAC Assurance

1. The GE Co-brand Card is only issued to eligible applicants who hold any currently valid insurance policies by GE Life and/or Overseas Assurance Corporation (Malaysia) Berhad (Company No. 102249-P) (“**OAC Assurance**”). All applications are subject to approval by OCBC Bank at its absolute discretion.

GE Rebate Programme

2. The GE Rebate Programme is an on-going feature of the GE Co-brand Card. OCBC Bank may, at its absolute discretion, withdraw or suspend the GE Rebate Programme from Cardmembers :
 - (a) Who are not, or who cease to be, in good standing with OCBC Bank;
 - (b) Whose accounts with OCBC Bank are delinquent, unsatisfactorily conducted or terminated; or
 - (c) Who have breached any agreement with OCBC Bank.
3. The Co-Brand card is strictly for personal usage only. OCBC reserves the right not to award the rebate for transactions that OCBC deem as not complying with these criteria.
4. Under the GE Rebate Programme, a Cardmember earns rebate on purchases validly charged to the Cardmember’s GE Co-brand Card as provided in Table 1 below:

TABLE 1

| REBATE | TRANSACTIONS FOR REBATE CALCULATION |
|---------------|--|
| 1% | Total Retail Spending (defined below) billed for the month |
| 0.1% | Auto-IPP (defined below) billed for the month |

The rebate is calculated on amounts billed for the month and is non-cumulative from previous month.

5. **“Total Retail Spending”** means the total amount of the Cardmember’s retail spending. Table 2 below sets out the transactions which form part of retail spending and transactions which do not.

TABLE 2

| RETAIL SPENDING (transactions below are included for rebate calculation) | | NON-RETAIL SPENDING (transactions below are excluded from rebate calculation) | |
|---|--------------------------------|--|------------------------------|
| (i) | Local and overseas purchases | (i) | Easy Payment Plan (EPP) |
| (ii) | Auto Debit / Recurring | (ii) | Balance Transfer (BT) |
| (iii) | E-commerce / Internet / Online | (iii) | Call for Cash (CFC) |
| (iv) | Instalment Payment Plan (IPP) | (iv) | Power Credit Cash Plus |
| (v) | Mail Order / Telephone Order | (v) | Outstanding Balance |
| | | (vi) | Cash Advance |
| | | (vii) | Finance Charge |
| | | (viii) | Annual Fee |
| | | (ix) | Late Payment Charge |
| | | (x) | Reversal on Transaction |
| | | (xi) | Disputed Transaction |
| | | (xii) | Fraudulent Transaction |
| | | (xiii) | Card Replacement Fee |
| | | (xiv) | Government Service Tax (GST) |
| | | (xv) | Other Fees and Charges |

6. All overseas transactions and transactions performed in foreign currencies will be converted to Ringgit Malaysia (RM) at such rates of exchange as may be determined by OCBC Bank at its sole discretion. OCBC Bank’s records shall constitute conclusive and binding evidence of the transaction details and amounts.
7. The rebate accumulated by the principal and supplementary Cardmembers will be credited into, and reflected in the billing statements of, the principal Cardmember’s GE Co-brand Card account.
8. The rebate accrued is subject to adjustment if there are any credit(s) or debit(s) posted to Cardmembers’ GE Co-brand Card account, including those arising from return of goods or services, or billing disputes.
9. The rebate will be calculated to the nearest Ringgit Malaysia of the Total Retail Spending or Auto-IPP.
10. The entire rebate will be void or forfeited if any of the following events occur:
- The GE Co-brand Card is terminated by either OCBC Bank or the Cardmember for any reason;
 - There is loss, theft, damage, destruction, fraudulent or unauthorized use of the GE Co-brand Card;
 - OCBC Bank cancels or terminates the GE Rebate Programme for whatever reason.
11. If any rebate is given in respect of any transactions which are subsequently reversed, the reversal will result in the corresponding rebate being reversed.
12. The rebate is not transferable or exchangeable for other items, credit or kind, in part or full.

Auto Instalment Payment Plan (“Auto-IPP”)

13. Payment of insurance premiums to GE Life or OAC Assurance validly charged to the GE Co-brand Card and fulfilling the criteria below will automatically be converted into 12 months’ instalment payment plan (Auto-IPP):
 - (a) The Cardmember’s credit limit (excluding any temporary credit line increase) is sufficient to cover the total amount of insurance premiums payable;
 - (b) A minimum single transaction amount of RM2,200;
 - (c) Payment is made by means of Auto Debit; and
 - (d) The Cardmember authorises OCBC Bank to directly debit the 12-monthly instalment amounts to the Cardmember’s GE Co-brand Card account.
14. Under Auto-IPP, the total amount of insurance premiums is divided into 12 equal monthly instalments and the payment due date for each instalment is stated in the GE Co-Brand Card monthly statement. If it is not possible for the total amount of the insurance premiums to be divided into 12 equal instalment amounts, the first instalment amount will be higher than the rest.
15. The credit limit of the Cardmember will be reduced by such portion of the Auto-IPP amount that is unpaid, notwithstanding that the same may not yet be payable and posted to the Cardmember’s account
16. The Auto-IPP is interest-free, provided that the Cardmember fully settles the amount stated in the GE Co-brand Card monthly statement, on or before the payment due date. If any amount debited to the Cardmember’s account (including but not limited to the Auto-IPP monthly instalment amount) is not paid in full when due, the Cardmember will be charged finance and late payment charges, interest and fees on the outstanding amount at the rates determined by OCBC Bank and subject to the OCBC Cardmember’s Agreement.
17. If the Cardmember wishes to pay the full amount of any particular transaction(s) that has/have been converted into instalments under the Auto-IPP function, the Cardmember may contact OCBC Bank’s Contact Centre and request to pay the specified transaction(s) in full. The Cardmember shall continue to pay the instalment amount(s) as stated in the monthly statement until such time the instalment amounts are converted into lump sum(s) and reflected in the Cardmember’s latest monthly statement.
18. If any of the events below shall occur, the Cardmember shall be liable to make full payment of the aggregate balance outstanding of the Cardmember’s obligations to OCBC Bank, including but not limited to the total or remainder of the unpaid Auto-IPP Amount:
 - (a) The GE Co-brand Card shall be terminated or cancelled by either the Cardmember or OCBC Bank, or the GE Co-brand Card shall be suspended by OCBC Bank, for whatever reason; or
 - (b) The Cardmember shall fail to fulfil his/her monthly repayment obligations as stipulated in the Cardmember’s Agreement.

The above is in addition and without prejudice to any legal right OCBC Bank may be entitled to against the Cardmember, whether under the Cardmember’s Agreement or otherwise.

Great Eastern Easi-Pay Service (Direct Debit) – New Business

19. When a customer signs up for a new GE Co-Brand Card, and Direct Debit their new GE Life and/or OAC Assurance yearly regular premium to the new GE Co-Brand Card upon card approval (therefore the customer now becomes a Cardmember), their GE Life and/or OAC Assurance yearly regular premium will be charged into the GE Co-brand Card prior to the GE Co-Brand Card activation. This is arrangement made between OCBC and GE Life/OAC Assurance to ensure the Cardmember is able to charge and enforce their insurance policy to their GE Co-brand Card.
20. A Cardmember may issue Direct Debit instructions to OCBC Bank for the payment of yearly regular premiums on policies purchased by the Cardmember and/or his/her family members from GE Life and/or OAC Assurance before activating his/her GE Co-brand Card. This is only applicable for yearly regular premium(s) purchased from GE Life and/or OAC Assurance.
21. A Cardmember is required to make payment of the yearly regular premium amount debited to his GE Co-brand Card account even though his GE Co-brand Card is not yet activated. If the yearly regular premium is eligible for Auto-IPP, Cardmember is required to make payments for the monthly instalment amount.
22. A Cardmember is required to activate their GE Co-brand Card to use it for other purchases.
23. If the GE Co-brand Card is not activated by the Cardmember within 60 days from card approval date:-
 - (a) The GE Co-brand Card will be cancelled; and
 - (b) The full amount of the Cardmember's Auto-IPP instalments will be accelerated and charged upfront.

Great Eastern Easi-Pay Service (Direct Debit) – Existing Policy Holder

24. A Cardmember may at any time instruct OCBC Bank to Direct Debit his/her GE Co-brand Card account for payment of regular premiums on policies purchased from GE Life and/or OAC Assurance by submitting the relevant authorisation form to OCBC Bank, subject to terms and condition prescribed by OCBC Bank. The direct debit instructions may be issued for payment of regular premiums on policies purchased by the Cardmember or his/her family members. Family members are restricted to Cardmember's spouse, parents, children and sister/brother.

General

25. Each Cardmember consents to and authorizes OCBC Bank to conduct credit checks and verify information given by the Cardmember to OCBC, with any party (including without limitation Bank Negara Malaysia, Central Credit Reference Information System (CCRIS), any credit bureau, organization or corporation set up for the purposes of collecting and providing credit or other information). The Cardmember irrevocably grants consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom OCBC Bank conducts credit checks to disclose the Cardmember's credit report or information to OCBC Bank for the purposes of this agreement and for OCBC Bank's risk management and review. OCBC Bank is hereby authorized but is under no obligation to convey the

Cardmember's consent and the purposes of such disclosure to the relevant credit reporting agency(ies).

26. OCBC Bank's decisions on all matters relating to the features of the GE Co-brand Card shall be final, conclusive and binding on all parties.
27. OCBC Bank shall not be liable for any injury or loss of lives or valuables or any other loss or damage whatsoever or howsoever suffered or sustained by the Cardmembers arising or resulting, directly or indirectly, in whole or in part, from their participation in the GE Rebate Programme or Auto-IPP or as a result of any act of omission on the part of OCBC Bank.
28. OCBC Bank shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of OCBC Bank.
29. In no event will OCBC Bank be liable for any loss or damages including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with the GE Rebate Programme and Auto-IPP, even if OCBC Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
30. OCBC Bank may, at its sole discretion, vary or add to these terms and conditions or vary, suspend or terminate the GE Rebate Programme and/or Auto-IPP with 21 days' notice to the Cardmembers. Variations or additions to these terms and conditions or the variation, suspension or termination of the GE Rebate Programme and/or Auto-IPP may be made by placing a general notice in any one issue of a daily national newspaper or by posting a general notice in any OCBC Bank branch or its website or by incorporating the notice into OCBC Bank's statement sent to the Cardmembers periodically and the notice will take effect from the date set out in the notice and, if no date is stated, will take effect from the date of notice.
31. These terms and conditions shall be governed by the laws of Malaysia, and all Cardmembers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.