

23 November 2007

FSPP(Generic)_FAQ/T&C (English_1b)
FA - h21cm x w80cm (Open Size)
FA - h21cm x w10cm (Closed Size)

5 PAYMENT OBLIGATIONS OF CARDMEMBERS

5.1 Notwithstanding any provisions herein and notwithstanding any legal limitation, disability or incapacity of the Cardmember, the Cardmember shall be fully liable for all transactions effected through the Card and the PIN, whether with or without the Cardmember's knowledge or authority.

6 DISCLAIMER OF LIABILITY BY BANK

6.1 The Bank shall not be liable for any act or omission on the part of the Merchant including refusal by the Merchant to honour the Card or any defect or deficiency in any goods or services provided by the Merchant. The Cardmember shall resolve all complaints, claims and disputes against the Merchant directly and not through the Bank. The Cardmember undertakes not to enjoin the Bank in any such claim and/or dispute or legal proceedings against the Merchant. The Bank shall not be liable for any payment remitted to the Merchant notwithstanding any claim and/or dispute that the Cardmember may have against the Merchant. In any event when there is a dispute to any transaction, the amount deducted for payment towards such disputed transaction shall not be refunded until the Cardmember is dissolved from any liability whatsoever in relation to such disputed transaction.

6.2 The Cardmember will exempt the Bank from all liability whatsoever if the Card is not accepted by any Merchant.

6.3 The Bank disclaims all liability whatsoever for any failure to perform any obligations under these Terms and Conditions howsoever such failure may arise, and regardless whether such failure is within or outside the Bank's control.

7 TERMS OF PAYMENT

7.1 Time is of the essence in respect of the performance of all of the Cardmember's payment obligations.

7.2 Notwithstanding any provisions herein, the Cardmember shall be immediately liable to pay fully any amount then outstanding to the Bank in any of the following events:

7.2.1 If the Card or its use is withdrawn;

7.2.2 On the termination of this agreement for any reason whatsoever.

7.2.3 The Cardmember must not withhold payment of any sums due to the Bank under any circumstances whatsoever.

8 CASH WITHDRAWAL

8.1 Where applicable, cash may be obtained by the Cardmember from any licensee of MasterCard® International Incorporated/VISA through the use of the Card at designated locations and/or Automated Teller Machines in and outside Malaysia and only upon there being sufficient available funds in the Card Account.

8.2 Any cash withdrawal by the Cardmember shall be directly debited to the Card Account.

8.3 The amount disbursed is assigned by the licensee of MasterCard® International Incorporated/VISA who has disbursed such amount to the Cardmember, and in such event, the Cardmember shall accept that any provision for such amount in the Statement as the amount payable by the Bank to such party for such assignment shall constitute a valid and proper notice of the assignment by the said authorised party, and that such amount paid by the Bank to the said authorised party shall be subject to the operation of clauses 5.1, 7.1, 7.2, and 7.3 hereof.

9 FOREIGN CHARGES & CURRENCY

9.1 All Charges shall be paid by the Cardmember to the Bank in Ringgit Malaysia or the lawful currency of Malaysia at the material time.

9.2 Any Charges incurred otherwise than in Ringgit Malaysia shall be converted into United States Dollars and then converted into Ringgit Malaysia at the then prevailing exchange rates at the respective processing centre.

10 CREDITS FROM MERCHANTS

10.1 Subject to receipt of a properly issued credit slip and verification by the Bank, the Bank may credit any Statement for returns by Merchants in favour of the Cardmember.

10.2 If available, copies of the property issued credit slips will be provided to the Cardmember upon request and at the Cardmember's cost.

11 SERVICE FEES, COSTS & CHARGES

11.1 In consideration of the services provided, the Cardmember shall pay the Bank monthly fees at such rate as the Bank may from time to time determine. In consideration of the monthly fees (if any) paid by the Cardmember to the Bank, the Bank agrees to allow the Cardmember to purchase goods and/or services from the Merchant(s) by his/her production of the Card to the Merchant subject to the Terms and Conditions contained herein and to a maximum of six (6)

purchase transactions per day or such other number of transactions per day as may be determined by the Bank at its absolute discretion, and the value of each purchase transaction not exceeding Ringgit Malaysia Two Thousand (RM2,000.00). At any one time, the "top-up" amount should not exceed RM10,000 or any amount as may be determined by the Bank. The total balance of the Card also should not exceed RM10,000 or any amount as may be determined by the Bank.

11.2 The Cardmember shall pay to the Bank a Purchase Transaction Fee of Ringgit Malaysia One (RM1.00), or such other amounts as may be specified by the Bank from time to time, for every retail purchase transaction at any Merchant outside Malaysia through the use of the Card.

11.3 For any cash withdrawal obtained from non-AmBank ATMs, Cardmembers shall pay the Bank a service charge of 2% of the amount withdrawn or Ringgit Malaysia Ten (RM10.00) whichever is higher.

11.4 The Cardmember shall pay to the Bank 1% of the converted amount billed to the Cardmember as service charge for any transactions denominated in foreign currency.

11.5 "Top-up" by the Cardmember shall not be considered to have been made until the relevant "Top-up" has been received for value by the Bank. All "Top-up" by outstation cheques shall include the relevant Inland Exchange commission where applicable. Failure to include such commission shall entitle the Bank to debit the Cardmember's account for the same.

11.6 The Bank may levy a handling charge of Ringgit Malaysia One Hundred (RM100.00) for each returned cheque attributable to the Cardmember.

11.7 If available, copies of Statement will be provided to the Cardmember upon request at a service fee of Ringgit Malaysia Five (RM5.00) per copy.

11.8 Subject to availability, copies of the sales draft will be provided to the Cardmember upon request at a service fee of Ringgit Malaysia Twenty (RM20.00) per copy.

11.9 Any costs or charges due from the Cardmember shall be reflected in the Statement as part of the Charges incurred by the Cardmember and shall be paid by the Cardmember to the Bank accordingly. Any costs or charges paid by the Cardmember shall not be refundable under any circumstances.

11.10 The Cardmember shall pay the Bank in full all costs including legal costs on a solicitor and client basis in recovering any monies under the Statement. The Bank may at its discretion set off any costs and/or charges payable by the Cardmember against any remaining money paid by the Cardmember.

11.11 The aforesaid fees or charges may be varied at any time, and from time to time at the discretion of the Bank.

12 LOST/STOLEN CARD

12.1 The Cardmember shall take reasonable precautions to prevent loss or theft of the Card. In the event of any loss or theft of the Card or the disclosure of the PIN to any unauthorised person, the Cardmember shall immediately notify the Card Services Department of the Bank (the "Bank Card Centre") by telephone or fax, upon discovery of such loss or theft and confirm the same in writing to the Bank Card Centre as soon as reasonably practicable. A police report should be made by the Cardmember for the lost/stolen Card and a copy of the same shall be extended to the Bank Card Centre.

12.2 The Cardmember shall be liable for all transactions incurred from unauthorised usage of the Card until a report of the loss or theft has been received by the Bank Card Centre.

12.3 The Cardmember shall be and remain liable for all transactions incurred from unauthorised usage of the Card where investigations made by the Bank or the Police revealed that the Cardmember is party in the procurement of any merchandise or services from the Merchants effected through the use of the Card by the use of any unauthorised person. The Cardmember shall be liable for such unauthorised transactions before the Bank Card Centre receives his written notification of its loss or theft. The Bank may at its absolute discretion resolve that the Cardmember's liability be limited to Ringgit Malaysia Two Hundred Fifty (RM250.00) provided the Cardmember has not acted fraudulently or has failed to inform the Bank as soon as reasonably practicable after having found that his Card is lost or stolen.

13 CONCLUSIVENESS OF EVIDENCE

13.1 The Cardmember hereby covenants with the Bank to accept as final and conclusive evidence against the Cardmember in any legal proceedings and for all other purposes whatsoever:

13.1.1 The Statement issued by the Bank, as conclusive evidence of the Cardmember's indebtedness to the Bank; and

13.1.2 A certificate from a manager of the Bank as conclusive evidence of the issue whether due notice of any matter arising out of these terms and Conditions has been given to the Cardmember.

13.2 Subject to availability and without prejudice to Clause 13.1 hereof, the Bank will endeavour to furnish copies of the sales slips to the Cardmember at the Cardmember's request and cost.

14 VARIATION OR ADDITION OF TERMS AND CONDITIONS

14.1 The Bank may vary and/or add to any of these Terms and Conditions (including but not limited to quantum of any fees charged by the Bank) at any time and from time to time by written notice to the Cardmember and/or published in the website of the Bank through the Internet. Such changes shall be effective on the date specified by the Bank.

14.2 If the Cardmember does not accept any variations and/or additions to these Terms and Conditions as notified from time to time, the Cardmember may terminate this agreement by written notice to the Bank accompanied by the return of the Card cut in half.

14.3 If the Cardmember uses the Card after the effective date of any variation and/or addition to these Terms and Conditions, the Cardmember shall be deemed to have completely accepted and shall be fully bound by such variations and/or additions.

15 NOTICES

15.1 Any communication referred to in these Terms and Conditions shall be deemed to have been duly received by the Cardmember if left at or sent by certified ordinary post to his last known address or advertised in any media including the Internet as decided by the Bank.

15.2 Services of any notices or legal process shall be deemed to have been effected on date of delivery if made by hand or in the case of post, on the second Business Day after posting to the Cardmember at the last known address notified to the Bank or on the date of any advertisement thereof by the Bank.

16 CONSENT TO DISCLOSURE OF INFORMATION

16.1 The Company may at any time without liability to the Cardmember, disclose any information concerning the Cardmember and/or any transactions undertaken through the use of the Card to:

16.1.1 Any authorities, Merchant and any member institution of MasterCard® International Incorporated/VISA International;

16.1.2 Any associate or related companies of the Bank, its agents, servants and/or such persons as the Bank may absolutely deem fit.

16.2 The Cardmember hereby consents to the Bank seeking any information concerning the Cardmember from any authorities, Merchant or such other person(s) as the Bank may from time to time deem fit.

17 MISCELLANEOUS

17.1 If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining terms & Conditions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part hereof a provision (to be determined by the Bank) that is similar in terms to such illegal, invalid or unenforceable provision that is legal, valid and enforceable so as to give effect to the intent of the parties hereunder.

17.2 The Bank is entitled to assign any receivables from the Cardmember to the Bank to such parties and upon such terms, as it may absolutely deem fit.

17.3 The Cardmember agrees to submit to the jurisdiction of the Courts at Kuala Lumpur or Shah Alam or such other convenient forum as may be decided by the Bank.

17.4 No failure or delay by the Bank in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver thereof or affect the Cardmember's liability to the Bank nor shall any single or partial execution of any right, power or privilege hereby conferred preclude any further or subsequent exercise thereof or the exercise of any other right, power or privilege hereby conferred.

17.5 The obligations of the Cardmember shall be binding on the Cardmember's legal representatives or successors in title.

17.6 In the event of any ambiguity arising from these Terms and Conditions, such ambiguity shall be resolved by the Bank. The Bank's construction of the meaning of any provision and where applicable, the Bank's choice of the appropriate provision to be applied to a particular situation shall be final and binding on the Cardmember.

17.7 All "AmBank NexG™ PrePaid MasterCard" cardholder aged 18 to 70 years are entitled to a FREE RM10,000 Accidental Death insurance cover underwritten by AmAssurance Bhd. The maximum cover per individual is RM10,000 regardless of the quantity of "Cards" the individual is registered for. The free insurance covers death due to an accident. The free cover is for a maximum duration of 12 months from the date the "Card" is registered or while the individual still holds the "Card", whichever is earlier. For details of the cover and policy contract, please refer to ambg.com.my

Frequently

Asked

Questions

and

Terms & Conditions

AmBank

NEXG
PREPAID MASTERCARD

Soalan-soalan

Lazim dan

Syarat-syarat

& Peraturan