

Hong Leong Personal Loan Terms and Conditions

Upon the Bank's approval of the Hong Leong Personal Loan/Personal Loan Top-up/Personal Loan Consolidation ("Facility") and the Borrower's acceptance of the terms of the Facility as set out in the Bank's Repayment Schedule (as defined herein), the Borrower has read, understood and agrees to be bound by the Hong Leong Personal Loan Terms and Conditions ("Terms and Conditions") and any additions or amendments as may be made thereto by the Bank at any time and from time to time which govern the following:-

- (a) Hong Leong Personal Loan
- (b) Hong Leong Personal Loan Top-up
- (c) Hong Leong Personal Loan Consolidation

PART A – GENERAL

1. **Facility Amount.** The Facility Amount shall be the principal sum of the Facility approved by the Bank and notified to the Borrower in writing and/or in any manner as the Bank deems fit, which sum shall not exceed the sum applied for.
2. **Purpose of Facility.** The Borrower hereby covenants and undertakes that the Borrower shall use the Facility solely for the purpose specified by the Borrower in the application form.
3. **Prescribed Interest Rate.** The respective interest rate(s) applicable to the Facility as stated in the Repayment Schedule, which expression shall, wherever the context so permits, include any and such other rate which the Bank may at any time or from time to time, stipulate at its discretion. The effective lending rate ranges from 12.38% to 24.82% depending on the tenure of the Facility.
4. **Covenant to Pay.** In consideration of the Bank approving the Borrower's application for the Facility, the Borrower agrees, covenants and undertakes to pay punctually and without previous demand the monthly instalments specified in the Bank's Repayment Schedule ("Monthly Instalments") and all other monies owing or payable at such times as prescribed and at the Prescribed Interest Rate specified in the Repayment Schedule. The Monthly Instalments shall be calculated in accordance with the following formula:

$$M = \frac{P + (P \times Ty \times I)}{Tm} \text{ where,}$$

M represents the Monthly Instalments.
P represents the approved Facility Amount.
Ty represents the approved tenure of the Facility in years.
I represents the Prescribed Interest Rate or such other rate as the Bank may from time to time prescribe.
Tm represents the approved tenure of the Facility in months.

The first monthly instalment shall commence on the date stated in the Bank's Repayment Schedule which is the next day following the expiry of one (1) month from the date of full disbursement of the Facility. Subsequent Instalments shall be paid at regular successive intervals of one (1) month each until the full amount of the Facility and all interest thereon shall have been fully paid.

The Bank reserves the right to recall the Facility and demand repayment of the aggregate of the remaining unpaid Monthly Instalments, Default Interest Rate, cost, fees and all other sums due and payable under the Facility at the Bank's absolute discretion upon the occurrence of an Event of Default.

5. **Default Interest Rate.** In the event of any default or the Borrower fails to pay any Monthly Instalments on the due date and/or interest of any other monies covenanted to be paid under the Facility or breach of any of the terms of the Facility, default interest is at the rate of one per centum (1%) per annum calculated on a daily rests basis. The default interest rate will be calculated on a daily basis but charged on a monthly basis in accordance with the following formula:

$$DI = \frac{(1\%) \times IA \times D}{ND} \text{ where,}$$

DI represents the Default Interest
IA represents the Instalment Amount
D represents the number of days Borrower is late in the payment of the Instalment Amount from the date the Monthly Instalment is due
ND represents number of the days in year

6. **Interest Variation.** The Bank reserves the right to vary the Prescribed Interest Rate and the Default Interest Rate at any time and from time to time with notice to the Borrowers. The Bank's notice of variation may take any form, and may be given via the Bank's statements issued periodically to the Borrower or via advertisements in a daily national newspaper addressed to the public generally. The variation shall take effect from the date specified in the Bank's notice and the decision of the Bank as to the variation in the above said rates and the date from which such variation shall take effect shall be final and conclusive. The interest on any principal monies including additional and capitalized interest shall at monthly intervals be capitalized and added for all purposes to the principal sum then owing and shall henceforth bear interest at the applicable Prescribed Interest Rate and be secured and payable accordingly.
7. **Repayment Schedule.** Means the schedule of repayment specifying details of the Facility approved, including the approved Facility Amount, Monthly Instalments, Prescribed Interest Rate, payment due dates and tenure of the Facility.

8. **Tax.** Any fees and charges to be paid by the Borrower to the Bank under these Terms and Conditions shall be made in full exclusive of any Tax, and without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding of or in respect of any Tax.

In the event if the Borrower is required by law to make any additional payments, deduction or withholding from Fees to the Bank under this Terms and Conditions in respect of any Tax or otherwise, the sum payable by the Borrower in respect of which the deduction or withholding is required shall be increased so that the net fees and/or charges received by the Bank is equal to that which the Bank would otherwise have received had no deduction or withholding been required or made. In the event if the Bank is required by law to calculate and collect from the Borrower any amount paid or payable under these Terms and Conditions on account of any Tax, such amount as calculated by the Bank, shall be paid by the Borrower as additional to and without any deduction or set-off from such fees or charges payable under these Terms and Conditions to the Bank.

"Tax" is defined as any present or future, Malaysia or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalties in respect thereof.

9. **Prepayment/Cancellation.** The Bank does not allow the Borrower to prepay/cancel the Facility without the express agreement by the Bank and nothing in this Clause will create an obligation to the Bank to approve such request for prepayment/ cancellation.
10. **Early Settlement.** The Borrower may at any time effect early settlement of the Facility in full by giving three (3) months' prior written notice to the Bank, or payment of three (3) months' interest on the amount redeemed, in lieu of notice. A rebate for early settlement ("Rebate") on the remaining interest to be charged will be granted to the Borrower over the unexpired period commencing after the three (3) months' notice period. The Rebate shall be calculated in accordance with the following formula**:

$$R = \frac{(n-3)(n-2)}{N(N+1)} \times I \text{ where,}$$

R Rebate (RM)
n Number of Monthly Instalments over the unexpired period
N Loan Tenure
I Interest payable for the whole Loan Tenure (RM)

An illustration of how the Rebate is calculated for a 60 month Loan (5 years) with a principal amount of RM50,000 and interest rate of 12% per annum, but with early settlement after 20 months (where early settlement notice is served on the Bank before the next Monthly Instalment due date), is provided below:

$$\begin{aligned} N &= 60 \\ n &= 60 - 20 \\ I &= 50,000 \times 12/100 \times 5 = 30,000 \\ R &= \frac{(40-3)(40-2)}{60(60+1)} \times 30,000 = \text{RM}11,524.59 \end{aligned}$$

Note :

**The Rebate will be calculated based on the "Rule of 78" or "Sum of Digits" whereby the method of calculation of the proportion of principal and interest payable for the entire loan assumes that the interest forms a larger percentage of the monthly instalments during the early stage of the loan. The Borrower shall repay all Monthly Instalments payable over the unexpired period subject to the Rebate.

11. **Variation of Instalments.** Notwithstanding the provisions relating to repayment by Instalments as above, the Bank reserves the right at its absolute discretion to vary the number and/or amount of Instalments at any time or from time to time and in such manner as it deems fit. Any variation by the Bank will be notified to the Borrower in writing.
12. **Events of Default.** The Facility, interest thereon and all other monies for the time being owing or remaining unpaid by the Borrower under these Terms and Conditions and any other agreements shall become due and immediately repayable by the Borrower to the Bank and the Bank shall be entitled to recover the same with interest thereon at the applicable Default Interest Rate specified above together with any costs and fees due on the part of the Borrower upon the happening of any of the following events:-
 - (a) if the Borrower fails to make payment of any monies due and payable to the Bank or defaults or fails to perform any of its undertakings, agreements or any of the Terms and Conditions herein;
 - (b) if the Borrower commits an act of bankruptcy or enters into any composition or arrangement with or for the benefit of its creditors;
 - (c) if any distress or execution is levied or enforced upon any of the Borrower's property;
 - (d) if the Borrower serves any custodial sentence, becomes insane or dies;
 - (e) if there shall be any material change in the financial condition of the Borrower which in the Bank's reasonable opinion is likely to prejudice the Borrower's ability to service the Facility and interest thereon;
 - (f) any of the representations or statements being or materially incorrect or not complied with;
 - (g) if a change in applicable law or regulation makes it impossible or unlawful for the Bank to continue its making available the Facility to the Borrower; or
 - (h) if the Bank decides in its sole discretion that the continuation of the Facility or any part of it would be likely to be detrimental to its own position or otherwise undesirable or in jeopardy or that any event or events has/have occurred or a situation exists which could or might prejudice the Borrower to perform any of the terms of these Terms and Conditions.
13. **Cancellation.** The Bank is entitled to review, cancel, withdraw, suspend or recall the Facility approved or disbursed where the circumstances affecting the Borrower which in the sole opinion of the Bank has an adverse impact on the Borrower or the Bank.
14. **Periodic Review.** The Bank reserves the right to review the Facility at any time and from time to time irrespective of whether or not an event of default has occurred. Upon such review, the Bank shall be entitled to vary the terms and conditions of the Facility or to withdraw, cancel, suspend, terminate or recall the Facility or any part thereof. In such event, the Borrower agrees to immediately accept such decision and repay to the Bank the indebtedness then due and outstanding under the Facility. The Borrower agrees that the Bank has no further obligation either at law or in equity to make or continue to make available the Facility to the Borrower. Notwithstanding anything contained in these Terms and Conditions, the Facility, all interest, costs and fees due shall be payable by the Borrower on demand by the Bank.
15. **Assignment.** The Bank shall be entitled to assign and/or transfer the whole or any part of the Bank's rights or obligations under these Terms and Conditions at any time without notice to the Borrower.
16. **Notices And Legal Process.** Any demand for payment of the monies due, outstanding and remaining unpaid by the Borrower or any other notification may be made by a notice in writing or by any other means of communication as the Bank deems fit and appropriate. Such notice shall be deemed to have been effectively served on the Borrower if it is left at or sent by registered post to the usual or last known place of residence or business or at the address of the Borrower as stated in the Borrower's application for the Facility notwithstanding is subsequently returned. If notice is sent by registered post to any of such addresses, service shall be deemed to be made seven (7) days after posting. If notice is issued by way of advertisement, the Borrower shall be deemed to have received such notice on the date of the advertisement. Service of any court process shall be effected by leaving or sending the same to the usual or last known place of residence or business or at the address of the Borrower as stated in the Borrower's application for the Facility, or may also be effected by any other manner permitted by law.
17. **Financial Services Act 2013 ("FSA") and BNM Guidelines on Credit Transactions and Exposures with Connected Parties ("Guidelines").** To enable the Bank to comply with the FSA and the said Guidelines, the Borrower shall declare to the Bank whether the Borrower is a connected party under the Guidelines, which includes but is not limited to, a spouse, child, parent or financial dependant of the Bank's Director, Executive Officer or credit-approving/appraising/reviewing officer or in the case of a corporate/ business-customer, includes an entity controlled by such abovementioned Bank's persons. If at any time the Borrower becomes a connected person, the Borrower must notify the Bank in writing immediately. The Bank reserves the right to terminate the Facility in the event the Borrower fails to make the appropriate or correct declaration, resulting in the Bank contravening the FSA or the said Guidelines.
18. **Right to Disclose Information.** In addition to the permitted disclosures provided under Schedule 11 of the FSA, the Borrower irrevocably authorizes and permits the Bank, its officers and employees to disclose and furnish all information concerning the Facility, these Terms and Conditions, present and future accounts of the Borrower and any other matters relating to the Borrower or its business and operations to:
 - (a) other financial institutions granting or intending to grant any credit facilities to the Borrower, the Credit Bureau or any other central credit bureau established by Bank Negara Malaysia ("BNM"), Cagamas Berhad, , Credit Guarantee Corporation, any other relevant authority as may be authorized by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia;
 - (b) any current or future corporation which may be associated with or related to the Bank (as defined in the Companies Act 1965), including representative and branch offices and their respective representatives as well as subsidiaries of the Bank's holding company;
 - (c) the Security Parties or any party intending to provide security in respect of the Facility;
 - (d) the Bank's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and
 - (e) the Bank's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by the Bank and its related or associated companies.

The Borrower hereby irrevocably consents to such disclosure and confirms that the Bank, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with these Terms and Conditions.
19. **Representation and warranty on Processing of Personal Information.** The Borrower hereby represents and warrants that the Borrower has obtained the consent of all persons named in the Borrower's application for the Facility or such other document submitted to the Bank in support of such application and/or their authorized representatives, including but not limited to the Borrower's directors, shareholders, authorized signatories or such other persons as specified by the Bank ("Relevant Data Subjects"), for the Bank's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Policy as may be amended from time to time.
20. **Consent to Process Personal Information.** The Borrower hereby agree(s) and consent(s) to the holding, collection and use of all personal data provided to the Bank by the Borrower and/or acquired by the Bank from the public domain, as well as personal data that arises as a result of the provision of services to the Borrower in connection with the Facility in accordance with the Privacy Policy of the Bank as may be amended from time to time.

"Privacy Policy" shall mean the Bank's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank websites respectively or in such manner as the Bank deems appropriate from time to time.
21. **Waiver and Indulgence.** The Terms and Conditions herein are inserted for the sole benefit of the Bank and may be waived by the Bank in whole or in part with or without conditions at the discretion of the

- Bank without prejudicing the rights of the Bank hereunder and any failure by the Bank to enforce any of the provisions hereunder or any forbearance delay or indulgence granted by the Bank to the Borrower shall not be construed as waiver of the Bank's rights hereunder.
22. **No Set-Off Or Counterclaim By The Borrower.** The Borrower shall not be entitled to deduct or set-off or counterclaim any amount which is owed or said to be owed by the Bank to the Borrower from any amount due from the Borrower under the Facility. The Borrower agrees that nothing in the arrangements between the Bank and the Borrower and/or any other party shall prejudice or be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right to which the Bank is at any time otherwise entitled (whether by operation of law, contract or otherwise).
23. **Set-Off/Consolidation of Account.** Without prejudice to any other remedies which the Bank may have, the Bank may at any time or from time to time at its sole and absolute discretion with prior notice to the Borrower combine, consolidate or merge all or any of the Borrower's account or accounts of whatsoever nature (whether current, deposit or loan account), at any branch of the Bank with any liabilities of the Borrower (whether such liability be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint) under any account (whether current, deposit or loan account), agreement (including this Facility), or contract or otherwise with the Bank and set off or transfer any sum (whether in the same or different currencies) standing to the credit of any such account, agreement or contract in or towards the satisfaction of any of the Borrower liabilities to the Bank under this Facility or under any account or accounts of whatsoever nature (whether current, deposit or loan account), agreements or contracts or otherwise (whether such liability be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint) and it shall be at the liberty of the Bank to place a temporary hold on any or all the accounts of the Borrower during this notice period.
- Furthermore, the Bank may with prior notice to the Borrower, sell any securities or personal property of the Borrower held by the Bank on deposit or otherwise at public auction or private sales without any judicial proceedings whatsoever and retain from the proceeds derived therefrom the total amount remained unpaid including but not limited to interest, costs and fees.
24. **Right of Appropriation.** Notwithstanding anything to the contrary and without prejudice to any of the Bank's rights hereunder, it is hereby expressly agreed that in the event of the Borrower failing punctually to pay all monies due to the Bank under these Terms and Conditions, it shall be lawful for the Bank and the Bank shall have full discretion in respect of any monies received from the Borrower or from any person making payments on the Borrower's behalf to apply the same or any part thereof (irrespective of whether the purpose of the payment is specified or not) towards settlement of any sums due hereunder.
- When receiving any payment from the Borrower, the Bank shall have the absolute discretion to apply such amount paid towards any arrears, Monthly Instalment payable and other outstanding charges payable in respect of that particular account. The surplus, if any, shall be treated as excess payment for that particular designated account ("excess payment") unless instructed otherwise by the Borrower in writing. Any excess payment made in respect of the Monthly Instalment shall not be entitled to reduction in interest nor applied towards the reduction of the principal amount outstanding nor will there be any interest payable by the Bank. Notwithstanding the Bank's right of Set-Off/Consolidation of Account and/or the Right of Appropriation, the Bank is not obliged to apportion any payment received from the Borrower nor set-off the payment against any other monies due in any of the Borrower's accounts with the Bank.
25. **Appointment Of Agent.** In amplification and not in derogation of its rights under these Terms and Conditions, the Bank shall have the right, at its sole discretion, to appoint an agent of its choice to collect all and any sums due to the Bank from the Borrower under these Terms and Conditions.
26. **Telephone Monitoring And Recording.** The Bank is entitled to monitor and record for its own purposes, any call(s) made with the Borrower at the Bank's absolute discretion without notice to or further approval from the Borrower. The Borrower agrees that the Bank shall be entitled to use such recordings and transcripts thereof as evidence in any disputes.
27. **Representations And Warranties.** The Borrower hereby represents and warrants to the Bank that:-
- (a) the Borrower has the capacity to execute, deliver and perform the Terms and Conditions herein;
 - (b) these Terms and Conditions constitute legal, valid and binding obligations enforceable against the Borrower;
 - (c) all acts, conditions, things, permissions, consents, authorizations, approvals, licences and exemptions which are required to be done, executed, delivered, fulfilled, performed or obtained to enable the Borrower to lawfully enter into and exercise and perform the Borrower's rights and obligations hereunder and under any related documents executed by the Borrower, have been done, executed, delivered, fulfilled, performed or obtained and are in full force and effect;
 - (d) the Borrower's acceptance and performance of the Borrower's obligations under these Terms and Conditions will not contravene any law, regulation, order or decree of any governmental authority, body, agency, and court to which the Borrower is subject;
 - (e) the information furnished by the Borrower to the Bank in connection with these Terms and Conditions and the Facility is accurate, correct, true and complete and there has been no omission whatsoever which would render the said information inaccurate, incorrect, erroneous, misstated, untrue, incomplete or misleading in any respect. The Borrower shall promptly notify the Bank in writing if the said information shall cease to be so and/or of any change thereto;
 - (f) the Borrower is not in default under any agreement to which the Borrower is a party or by which the Borrower may be bound; and
 - (g) the Borrower is not an undischarged bankrupt and no bankruptcy proceedings, legal action, litigation, arbitration, administrative, civil or criminal proceedings are presently current, pending or threatened against the Borrower which will affect the ability of the Borrower to meet the Borrower's obligations under these Terms and Conditions.
28. **Suspense Account.** For the purposes of enabling the Bank to preserve and keep intact the liability of the Borrower once an Adjudication Order and Receiving Order have been made against the Borrower and/or such orders have been gazetted to show that the Borrower is a bankrupt person or for such other reason(s) as the Bank deems fit, the Bank may at any time and place keep for such period of time as the Bank may deem prudent, any monies received, recovered or realized hereunder or under any other security or guarantee to the credit of a separate account in the name of the Borrower as the Bank shall deem fit without an immediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.
29. **Successors.** These Terms and Conditions shall be binding upon and enure to the benefit of the Bank and the Borrower and their respective estate(s), heir(s), personal representative(s), successor(s) in title, assign(s) and any other person(s) for the time being deriving title under them, as the case may be, except that the Borrower may not assign its rights or obligations pursuant to these Terms and Conditions.
30. **Indemnity.** The Borrower agrees to indemnify and keep harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may incur or sustain by reason of providing the Facility to the Borrower. Notwithstanding any other provisions herein, in the event the Bank is unable to perform any operations or to provide any services due to any reason beyond the Bank's control including but not limited to fire, flood, riots, act of God, any failure or disruption to telecommunications, electricity, water, fuel supply or any factor in a nature of a force majeure, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Borrower arising from the same.
31. **Severability.** Any term, condition, stipulation, provision, covenant or undertaking in these Terms and Conditions or any part which is illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provision(s) or part(s) of these Terms and Conditions and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

32. **Cross Default.** The Bank reserves the right to proceed with legal proceedings against the Borrower or to recall the Facility, interest thereon and all other monies payable to the Bank under these Terms and Conditions or withhold or withdraw the Facility if there is a default in the payment of any monies due by the Borrower hereunder or under any other account with the Bank or with any other financial institution or if there is a default in the payment of any monies under the accounts of any other party of which the Borrower is a guarantor or when the Borrower becomes insane or dies.
33. **Statement by Bank.** The Borrower hereby expressly agrees that a statement of account issued by the Bank or computer-generated notices by the Bank shall be final and conclusive proof of the indebtedness of the Borrower.
34. **Fees and Expenses.** The Borrower shall pay the Bank all stamp duties, fees, costs, charges and expenses (including legal fees on a solicitor and own client basis) incurred by the Bank in connection with these Terms and Conditions and/or the enforcement of, or preservation of any rights of the Bank in connection with the Facility. Stamp duty of 0.5% of the Facility Amount applies for each Facility granted.
35. **Instructions via Telephone or Facsimile Transmission or Electronic or Digital Means.** The Bank is hereby requested and authorized by the Borrower, to rely upon and act in accordance with any instructions, confirmation and/or other communication by the Borrower ("Instructions"), whether oral or written, and whether given by the telephone, facsimile transmission or electronic or digital means which may be from time to time be, or purport to be, given by or on behalf of the Borrower without inquiry or verification on the Bank's part as to the authority or identity of the person giving or purporting to give the Instructions.

39. **Single Agreement.** These Terms and Conditions, the relevant application for the Facility by the Borrower, the Repayment Schedule and all other agreements and documents issued by the Bank in connection with the Facility as well as any Instructions from the Borrower shall form and be construed as a single agreement between the Bank and the Borrower.
40. **Governing Law.** The Terms and Conditions contained herein shall be governed by and construed in accordance with the laws of Malaysia. The Borrower hereby agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.
41. **Time.** Time wherever mentioned shall be of the essence.

PART B – ADDITIONAL TERMS AND CONDITIONS FOR HONG LEONG PERSONAL LOAN CONSOLIDATION ("PLC")

The additional terms and conditions for Hong Leong Personal Loan Consolidation supplement and form part of the Terms and Conditions. In the event of any conflict or discrepancy between the terms contained in this Part B of the Terms and Conditions and Part A of the Terms and Conditions, the specific terms in Part B herein shall prevail to the extent of such conflict or discrepancy.

- Without prejudice to the generality of the foregoing, the Bank shall be entitled to rely and act on any Instructions based on signatures which appear to the Bank, by reference to the names and signatures of such persons filed with the Bank to be the signature of the Borrower or any of the persons authorised by the Borrower to issue any Instructions whatsoever on behalf of the Borrower, without enquiry on the part of the Bank as to the identity of the person giving or purporting to give such Instructions or as to the authenticity of such Instructions.
- The Bank is entitled to treat all such Instructions as binding upon the Borrower and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such Instructions.
- The Borrower agrees to bear all the risks involved in giving the Instructions via telephone or facsimile transmission or other electronic or digital means and the Borrower will not challenge the validity, authenticity or accuracy of the Instructions.
- The Bank shall not be held liable or responsible for any loss, damages or costs (including legal costs) which may be incurred or sustained by the Borrower directly or indirectly arising from the giving of the Instructions, any non-transmission of the Instructions and/or any errors in transmission of the Instructions hereunder.
36. **Illegality.** If the Bank determines that the introduction or variation of any law, regulation or official derivative (whether or not having the force of law) or any change in the interpretation or application thereof make it unlawful for the Bank to maintain, fund or give effect to its obligations hereunder, the Bank shall forthwith give notice of such determination to the Borrower whereupon the Facility to such extent shall be cancelled and the Borrower will forthwith upon notice from the Bank repay all monies agreed to be paid by the Borrower hereunder including any cost and fees due. The determination shall take effect from the date specified in the Bank's notice and the decision of the Bank as to the date from which such determination shall take effect shall be final and conclusive.
37. **Continuing Security.** The liabilities and/or obligations of the Borrower under this Facility shall continue to be valid and binding for all purposes whatsoever notwithstanding any change whether by reason of bankruptcy, death, insanity or otherwise howsoever of the Borrower and/or any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank.
38. **Amendment.** These Terms and Conditions and the availability, limits, interest rates, fees and charges of the Facility are subject to guidelines from BNM and/or any other relevant authority. The Bank reserves the right to vary, add to, delete or amend the Terms and Conditions herein at its absolute discretion with prior notice to the Borrower.
4. If approved, the Borrower is granted the PLC for the purpose of full settlement of the outstanding personal loan and/or credit card balances ("debt consolidation") as specified by the Borrower in the application for the Facility.
2. The effective interest rate on the PLC shall be a maximum of two (2) per centum (2%) lower than the consolidated effective interest rate on the consolidated interest charges of the Borrower's existing outstanding personal loan and credit card facilities.
3. The Borrower must provide the latest loan statement or redemption statement or loan summary for the Borrower's existing personal loan and the latest credit card monthly or annual statement(s) to show the current outstanding balances and the finance charges/ interest rates for the said credit facilities from their current financial institution (s) and to enable the Bank to compute the Prescribed Interest Rate for the PLC. In the event the Borrower fails to produce any of the required documents above, the Bank shall use the finance charge of 17.00% p.a. for credit card as the benchmark to calculate the interest savings of 2.00% p.a.
4. The Prescribed Interest Rate shall remain unchanged in the event the approved Facility Amount is less than the amount applied for by the Borrower or is insufficient to fully settle all outstanding personal loans and credit card balances as applied for and specified in the Borrower's application.
5. In the case of t Extra Cash-Out Facility, whereby an additional amount is approved for disbursement into the Borrower's account as specified in the application for the Facility:-
- a) the maximum amount granted is capped at 100% on the total outstanding credit card and personal loan balance specified in the Borrower's application.
For example :
 - i. Total credit card and Personal Loan facilities: RM38,000
 - ii. Cash-out application request: RM38,000 (100% capping)
 - iii. Total PLC Amount that may be granted: RM76,000
 - b) the Prescribed Interest Rate for the Extra Cash-Out amount granted shall be the same rate as that applicable to the debt consolidation approved by the Bank.
6. The Bank reserves the right to reject any non-eligible applicants at its sole and absolute discretion from participating in PLC.
7. Under the PLC, the Borrower shall be liable and responsible for settlement of the following:-
- a) Payment of the Inter-Bank GIRO ("IBG") fees payable for each settlement transaction of the Borrower's outstanding personal loan and/or credit card facilities upon disbursement of the PLC; and
 - b) All fees, charges and/or penalties imposed in connection with the Borrower's debt consolidation that may be imposed by the respective financial institutions which granted the respective credit facilities to the Borrower.
8. In the event excess settlement payment has been made for the debt consolidation, the Borrower shall be solely responsible for requesting for a refund of the excess payment from his/her respective financial institution without recourse to the Bank.