



BSN MyAuto-i

Date :

(To be filled in by Sales / Branch Personnel)

PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet before you decide to choose **BSN MyAuto-i**.

Please make sure to read the terms and condition in the letter of offer / undertaking. Kindly seek clarification from BSN if you do not understand any part or the general terms.

1. What is this product about?

The financing is given to you to part finance the purchase of the Vehicle. Upon approval of the financing, an AITAB Agreement shall be entered between you as the Hirer and Bank Simpanan Nasional (the BSN) as the Owner of the Vehicle. The profit rate for the AITAB financing is calculated based on fixed rate over the tenure of the financing. The tenure of the financing shall be up to a maximum period of 9 years only.

2. What is the Shariah concept applicable?

Al-Ijarah Thumma Al-Bai' (AITAB), which refers to two contracts; *Ijarah* (lease) and *Bai'* (buy and sell) contracts, which are undertaken separately and consequentially. Under the *Ijarah* contract, the hirer leases the Vehicle from the owner at an agreed rental over a specified period. Upon expiry of the lease period or any early settlement or events of default, the Hirer enters into *Bai'* contract to purchase the Vehicle from the owner at an agreed price.

Wa`d (A promise) - You (the Hirer) agree and undertake to hire and thereafter to buy the Vehicle at the end of the rental period and / or at any time upon early settlement and / or from time to time as determined by the Bank upon occurrences of any breach (events of default) stipulated in the Hire Purchase-i Agreement including but not limited to your failure to pay the rental amount.

If you (the Hirer) breach the agreed *Wa`d*, the Bank has the right to enforce the *Wa`d* to terminate the Agreement to send a notice to you stating the sale price payable by you ("**Sale Price**") and sell the Vehicle to you. Thereby, you must purchase the Vehicle from the Bank and pay the Sale Price within the timeframe given. Until full payment by you of the Sale Price, the Bank will hold the Vehicle as collateral to secure all dues and the punctual payments of the Sale Price.

Should you fail and default on the obligation to pay the Sale Price within the timeframe stipulated and as per such notice and any other notices issued by the Bank, the Bank may proceed to sell the Vehicle to any third party on the agreed price between the third party and the Bank. Upon exercising such option of selling the Vehicle and upon full payment of the sale proceed by such third party, the Vehicle shall become the property of such third party (as the case maybe). If the sale proceed is inadequate to settle the Bank's Sale Price, the Bank has the right to claim the shortfall from you through any legal action that the Bank may think fit.

Hamish Jiddiyah – Booking fee that you (hirer) served is to secure the *Wa`d* for the hiring of the Vehicle. If you withdraw the booking of the Vehicle after making such payment and breach the *Wa`d*, 90% of the *Hamish Jiddiyah* will be refunded to you through Vehicle dealer while the balance of the *Hamish Jiddiyah* shall be forfeited and compensation for the Dealer/Agent.

Wakalah (Agent) – The bank will appoint the Vehicle dealers as its representatives to collect the booking fee and security deposit from you.

Wakalah (Service Agent) – The bank will appoint you as its representative(s) for ordinary and major maintenance and repair of the Vehicle, and to obtain Takaful coverage throughout the hiring period.

3. Who is eligible for a financing under this scheme?

BSN provides services to the hirers who buy brand new, selected unregistered reconditioned and used vehicle. This facility is open to:

- Malaysian citizens aged 21 years and above subject to an age limit not exceeding 60-65 years (based on the selected scheme) on the date of expiry of the facility - whichever is earlier.
- Any employees of organization that has a payroll deductions scheme via Biro Perkhidmatan Angkasa (BPA), Jabatan Akauntan Negara (JANM), Government Employees, Statutory Bodies and employee under non-BPA scheme.
- Permanent and experienced worker not less than six (6) months when applied.
- Salary deduction limit are not exceeding 60% of the monthly salary, including the payment of the facility instalments.
- Not an undischarged bankrupt.

4. What benefits can I get from this product?

- *Profit Rate : Fixed Rate (flat rate)
- The first instalment is payable one month after the date of disbursement.
- High financing margins: Minimum RM25,000.00 or up to 90% of on the road Vehicle price (OTR) or based on the margin for selected scheme.
- The financing tenure: Minimum 3 years or up to 9 years.
- Open for brand new, selected unregistered reconditioned and used vehicle only.
- Easy payment channels, through salary deduction or at any BSN branch.

Illustration:

Financing Amount : RM80,000.00	Tenure : 9 years (108 month)
<u>Term Charges (Profit Charges) :</u> Profit Rate : 2.45% per annum	Effective Profit Rate : 4.55% per annum

Note:

*The profit rate will be determined by BSN's management from time to time

The above example is only for illustration. The illustration may not show the specific circumstances or obligations of each MyAuto-i Financing.

5. What are my obligations?

- If you select for salary deduction, the deduction of the first month or if the deduction fails, you will need to pay your monthly instalment over the counter until the deduction is successful.
- Payment may be made through other medium which is accepted by BSN (if non-salary deduction).
- Keep all receipts and correspondence related to the Hire Purchase-i and Warranty Card.
- Ensure the particular in the Hire Purchase-i Agreement is similar as in the Second Schedule.
- Always update your latest address in case you change your address.
- Fixed Rate (Illustration) :

Monthly Instalment: Month 1 – 107	RM905.00
Month 108 (final instalment)	RM805.00
Total amount of payment at the end of years	RM97,640.00

Note:

The above example is only for illustration.

The illustration may not show the specific circumstances or obligations of each MyAuto-i Financing.

6. How do I pay my monthly instalments?

- Payment will be made through salary deduction under Biro Perkhidmatan Angkasa (BPA) or Jabatan Akauntan Negara (JANM) or;
- If deductions failed or under non-salary deduction scheme, you can pay your monthly instalments through the following mode of payment;
 - 1) Standing Instructions
 - 2) Cash over the counter
 - 3) myBSN Internet Banking
 - 4) BSN ATM/CDM
 - 5) Other method which accepted by BSN

7. What are the fees and charges I have to pay?

Stamp duties as per Stamp Duty Act 1949 (Revised 1989)

- Stamp Duties : RM10 for Hirer's copy of the Hire Purchase-i Agreement
- Stamp Duties : RM10 for Guarantor's copy of agreement (if applicable)
- Stamp Duties : RM10 for Service Agency Agreement

Note:

All fees are one-off payment only. Any change in fees and charges will be notified by 21 days' notice in advance from effective date with notification to be sent / posted at the BSN's branches or uploaded in www.mybsn.com.mywebsite.

8. What if I fail to fulfil my obligations?

- Late Payment Charges based on Ta'widh (compensation):

During financing period	$\frac{\text{Overdue instalment(s)} \times 1\% \times \text{No. of overdue day(s)}}{365}$
After the completion of financing period	$\frac{\text{Outstanding principal} \times \text{IIMM}^* \times \text{No. of overdue day(s)}}{365}$

Note :
*IIMM (Islamic Interbank Money Market) refer to the rate as may be determined by Bank Negara Malaysia (BNM) from time to time.

- **Right to set-off:**
 - i. BSN has the right to set-off any credit balance in your account (s) maintained with us to settle any outstanding balance in this financing account; however, it should be made known to you.
 - ii. BSN has the right to repossess the Vehicle if there had been two (2) successive defaults of payment or a default in respect of the last payment or in case where the hirer is deceased, default in four (4) successive monthly instalments. All expenses incurred during repossession exercise will be charged to customer.
 - iii. BSN has the right to take legal action against you to recover any amount outstanding and this will affect your credit standing.

9. What if I pay partial payment on my monthly instalment?

- Acceptance of partial payment of monthly instalment at any time shall not constitute a variation or modification on your obligation to pay the full amount of the monthly instalment as stated herein.
- BSN reserves its right to request for the full payment of each instalment at any time.

10. What if I fully settle the financing before its maturity?

You will be entitled for the rebate (Ibra') which is the refund of the term charges for the unutilised tenure. The calculation is based on the formula below as stipulated in the Hire Purchase Act 1967.

$$\text{Rebate (Ibra')} = \frac{n(n+1)}{N(N+1)} \times \text{TC}$$

n= Remaining Rental Period in Months
N = Original Rental Period in Months
TC = Term Charges (Profit Charges)

11. Do I need any takaful coverage?

Yes. It is mandatory under Hire Purchase Act 1967 to have takaful coverage for duration of the financing tenure.

- i. BSN as an owner shall ensure that the Vehicle is covered under a comprehensive takaful coverage for the 1st year only.
- ii. For the following years, the hirer as a service agent is responsible to renew a comprehensive takaful coverage including the *force majeure* coverage. You are also required to inform BSN on the renewal of the takaful policy within 14 days before the expiry of the policy.

12. Do I need guarantor?

The need for a guarantor depends on the credit assessment made by BSN.

13. What are the major risks?

Under the Hire Purchase Act 1967, BSN has the right to repossess a Vehicle if there had been two (2) successive defaults of payment or a default in respect of the last payment or in case where the hirer is deceased, default in four (4) successive monthly instalments.

14. What choices do I have if my Vehicle has been repossessed by the bank?

- The hirer must pay the full outstanding installments, arrears and any incidental expenses incurred by BSN for repossession of the Vehicle. The incidental expenses are as follows:
 1. Repossession cost / towing
 2. Vehicle storage
- Introducing a new buyer for the price specified in the notice.

15. What do I need to do if there are changes to my contact details?

It is important that you inform us of any changes in your contact details (writing or email) to ensure that all correspondences reach you in a timely manner.

16. Where can I get assistance and redress?

- i. If you have difficulties in making monthly payments, you should contact us earliest possible to discuss payment alternatives. You may contact us at:

Bank Simpanan Nasional

Address : _____

(to be filled in by Sales / Branch Personnel)

Tel : _____

Fax : _____

Email : _____

- ii. Alternatively, you may seek the services of **Agensi Kaunseling dan Pengurusan Kredit (AKPK)**, an agency established by Bank Negara Malaysia (BNM) to provide free services on money management, credit counselling and debt restructuring for individuals. You may contact **AKPK** at:
Level 8, Maju Junction Mall,
1001, Jalan Sultan Ismail,
50250 Kuala Lumpur.
03-2616 7766
enquiry@akpk.org.my
- iii. If you wish to complain on the products or services provided by us, you may contact us at:
Customer Service Centre
1300 88 1900 / 03-2613 1900
03-2613 1888
customercare@bsn.com.my
- iv. If your query or complaint is not satisfactorily resolved by us, you may contact **Bank Negara Malaysia LINK** or **TELELINK** at:
Block D, Bank Negara Malaysia,
Jalan Dato' Onn,
50480 Kuala Lumpur.
1300 88 5465
03-2174 1515
bnmtelelink@bsn.gov.my

17. Where can I get further information?

Should you require additional information on BSN MyAuto-i, please refer to all our Auto Finance Centre (AFC) or Branches or visit www.mybsn.com.my website.

IMPORTANT NOTE :

LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU DO NOT KEEP UP PAYMENTS ON YOUR MYAUTO-i FINANCING.

DISCLAIMER

The terms and conditions indicated in this Product Disclosure Sheet are tentative / indicative and not binding on the Bank. The final terms and conditions are as stipulated in the Letter of Offer / Letter of Undertaking and the Agreement after financing approval.

I have read and understand the terms and conditions above.

(Hirer's Signature)

The information provided in this disclosure sheet is valid as at _____ or until _____.