

# PRODUCT DISCLOSURE SHEET (PDS)

(REMINDER: You are reminded to read and understand the terms and conditions of this Product Disclosure Sheet before signing below. In the event there are any terms and conditions in this Product Disclosure Sheet you do not understand, you are advised to seek independent advice and/or discuss further with the Bank's representative before signing below.)

### **ENGLISH VERSION**

Bank : AFFIN ISLAMIC

Product

- AFFIN Education Financing-i
- AFFIN Tawarruq Education Financing-i

### 1. What is this product about? \*

### • AFFIN Education Financing-i

AFFIN Education Financing-i is a financing facility offered to the students pursuing their studies in the selected local/private university/college for foundation, pre-university (A-Level), certificate, diploma, degree, post graduate programmes (Master's degrees & Doctorates) and professional courses. The eligible course programme is subject to the Bank's approval.

### · AFFIN Tawarruq Education Financing-i

#### **New Financing**

A financing facility offered to the students pursuing their studies in non-panel and overseas university/college for higher education. Open for foundation, pre-university (A-Level), certificate, diploma, degree, postgraduate (Master's degrees & Doctorates) and professional courses. The eligible course programme is subject to the Bank's approval and must be a Shariah compliance programme

### Refinancing

A refinancing facility for settlement of the applicant's current education financing with the existing financier. This refinancing is only open to applicant who has completed the Pilot course programme and currently being employed as a flight officer with a commercial operator.

# 2. What is the Shariah concept applicable?

### • AFFIN Education Financing-i

- AFFIN Education Financing-i is based on *ljarah* of usufruct concept (leasing).
- Ijarah refers to a contract that transfers ownership of a permitted usufruct and/or service for a specified period in exchange for a specified consideration.
- The *Ijarah* contract which is executed for an underlying asset herein refers as "coursework programme" as a well-defined services/benefits undertaken by the lessor to be delivered to the lessee (student) according to agreed specific time frame.

#### AFFIN Tawarrug Education Financing-i

## Tawarruq

The Shariah Concept applied for AFFIN Tawarruq Education Financing-i is Tawarruq.

Tawarruq consist of two sale and purchase contracts where the Customer purchase the Commodity from the Bank at a markup sale price (Bank's Sale Price) on a deferred payment basis and subsequently sells the Commodity to a Commodity Supplier for cash at the Bank's Purchase Price with the objective of obtaining cash.

#### Wakalah

Under this facility, the Bank will apply the dual-agency mechanism under the *Wakalah* concept. The Customer appoints the Bank as the Customer's agent to purchase the Commodity from the Bank and subsequently sells the Commodity to another Commodity Supplier on behalf of the Customer in order to complete the *Tawarrug* transaction.

#### ■ <u>Wa'd</u>

The customer will execute the Purchase Undertaking based on *Wa`d* concept. Under the Purchase Undertaking, the Customer undertakes to purchase from the Bank a specific Shariah compliant commodity ("the Commodity" consists of crude palm oil (CPO), rubber or any other commodity) as advised by the Commodity Supplier at Bank's Sale Price.

### 3. What do I get from this product?

Eligibility (Main Applicant)	<ul> <li>New Financing</li> <li>Malaysian Citizen aged 18 and up to 45 years old.</li> <li>Applicable to full and part time students; new in-take and existing students.</li> <li>Part time students must be employed, and the application will be accepted, with or without joint applicants.</li> </ul>
	<ul> <li>Refinancing</li> <li>Malaysian Citizen aged 21 and up to 45 years old.</li> <li>Has been confirmed as a pilot officer or is employed in the aviation industry for a minimum 1 year with commercial license operator.</li> </ul>
Eligibility (Joint Applicant)	<ul> <li>Malaysian Citizen.</li> <li>Minimum age of 21 years old and above.</li> <li>Maximum age of 65 years old at the expiry of the financing tenure.</li> <li>Full Time Student :Minimum one (1) joint/co-applicant from immediate or non-immediate family members.</li> <li>Part Time Student : Bank may require minimum one (1) joint/co-applicant from immediate or non-immediate family members if necessary.</li> </ul>



	Type of Financing		Minimum Inc	ome
	New Financing		th; or nts are requi	red with minimum income of le joint applicant is unable to meet
		<ul> <li><u>Pilot Programme</u></li> <li>Minimum combine gross monthly income RM10,000, subject to minir each Joint Applicant is RM5,000.</li> </ul>		e RM10,000, subject to minimum
	Refinancing		num combine in	RM10,000.00 per month. come of RM10,000.00 per month, num income of RM5,000.00 per
Margin of Finance				
Ü	New Financing	up to 50% security cover Up to 100% of Coursew security coverage; or Up to the remaining up	age; or ork fee for finar nsponsored am ancial Institution	financing or financing secured by noing secured by more than 50% ount by other third parties (i.e. as) or self-pay, whichever is lower sework fee.
	Refinancing		ount of the appli	cant's current education financing
Facility Tenure	Note: Financing amount or refinancing only.  Minimum: 5 years Maximum: 20 years		for medical, eng	ineering, pilot/aviation courses ar
<i>Ujrah</i> /Profit Rate (p.a.)	Board Pat	e – Fully Secured	Board	Rate - Partially Secured
(p.a.)		3.46% = 6.46%		BR + 3.81% = 6.81%
	Board Rate- Unsecu	red/Clean Financing		
	Tier	Financing Amou	nt	Financing Rate %
	1	RM 5,000 to RM 50,		SBR + 5.45 = 8.45
	2	RM 50,001 to RM 400		SBR + 5.70 = 8.70
	3	RM 400,001 to RM 60		SBR + 5.95 = 8.95
	Note: Ujrah/Profit rate sha Please visit AffinAlv For Ijarah based corrate of 1.00% p.a. o	all be determined at the point of vays.com for the latest Standancept the facilities pegged to S	of application. Ardised Base Ra BR, the Effective S may be prescr	te (SBR). e Profit Rate is subject to a minimulibed by the Bank from time to time
Ceiling Rate	15% per annum (p.a.)			
Additional Grace Period	New Financing Additional six (6) months to the Grace Period applied.  Refinancing Not applicable.			
Monthly <i>Ujrah/ Profit</i>	New Financing     The customer shall serve the monthly <i>Ujrah/Profit</i> servicing based on the total disbursement amount during the grace period. Thereafter, to commence the full monthly payment upon expiry of the grace period.     Full monthly payment will commence immediately in the event the student is terminated by the University/College for whatever reasons.			



Other Terms and Conditions	<ul> <li>The disbursement is made directly to the University/College according to the claim made university/College per semester basis.</li> <li>University/College to inform the Bank immediately on the termination of the student coursework programme.</li> <li>Subject to Bank's approval, Customer may submit the invoice/bill to the Bank for disbursement to the University/College.</li> </ul>			
	Type of	Tawarrug Education Financing-i pe of Details		
	Financing New Financing	<ul> <li>The Customer is required to submit the University/College's invoice/bill to the Bank for disbursement.</li> <li>The disbursement is made directly to the University/College according to the claim made by the University/College per semester basis.</li> <li>For Overseas University/college:         <ul> <li>the disbursement shall be made via remittance or telegraphic transfer by the Bank.</li> <li>if the financing amount is not sufficient to cover the coursework fee due to the fluctuation of currency, the shortfall amount shall be covered by the customer.</li> <li>if the financing amount is in excess due to the fluctuation of currency, the excess amount shall be used for principal payment.</li> </ul> </li> </ul>		
	Refinancing	<ul> <li>The disbursement is made directly to the applicant's current education financing with the existing financier.</li> </ul>		

# Note:

The approved amount and tenure of your Facility is subject to the credit evaluation and approving criteria set-up by the Bank.

# 4. What is the Standardised Base Rate (SBR)?

The SBR we offer on this product is based on the benchmark rate specified by Bank Negara Malaysia. The benchmark rate is currently set as the Overnight Policy Rate (OPR), which reflects the monetary policy stance as decided by the Monetary Policy Committee of Bank Negara Malaysia.

#### 5. What are possible scenarios to trigger a change in the SBR?

The SBR can rise or fall due to changes in benchmark rate such as changes in the Overnight Policy Rate (OPR).

## 6. Historical benchmark Cost of Fund (COF) in the last three (3) years:

Please refer to AffinAlways.com for the latest historical data.

Go to PERSONAL > My Loans & Financing > Education > AFFIN Education Financing-i/ AFFIN Tawarruq Education Financing-i > Important Information > Consumer Guide on Reference Rate

### 7. What are my obligations?

- You are required to serve the *Ujrah* /Profit servicing amount during the grace period and full monthly installment upon expiry of the grace period of the Facility.
- In the event where the salary deduction made by the employer/automated fund transfer from the salary account maintain with the Bank has not yet commenced, you are responsible to pay the monthly payment in a timely manner and shall be paid as specified in the Letter of Offer/Application Form together with Letter of Offer.
- Important: Your monthly payment and total Ujrah/profit amount will vary subject to Standardised Base Rate (SBR) changes:

### Example:

Total amount financed	RM100,000
Financing Rate	SBR + 2.00% per annum
Tenure	10 years



	Today's SBR 3.00% p.a.	If SBR increase by 1%	If SBR increase by 2%
Monthly payment for 10 years (RM)	1,061.00	1,111.00	1,162.00
Total <i>Ujrah</i> /profit servicing amount at the end of 10 years (RM)	27,278.62	33,224.60	39,330.18
Total payment amount at the end of 10 years (RM)	127,278.62	133,224.60	139,330.18

#### IMPORTANT:

- All calculations and information above are for illustration purposes only.
- Please refer to our website at AffinAlways.com on the latest SBR rate.
- At the maturity of the Facility tenure, you shall pay the outstanding balance in full or the Bank may at its consideration, grant an
  extension to the Facility tenure to facilitate settlement via monthly payment of an agreed amount. If the Facility tenure accorded is
  extended beyond the retirement age, you remain obliged to pay the monthly payment. However, you may opt at any time to fully
  settle the Facility upon reaching retirement age.

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

Types of Fees/Charges	Details of Fees/Charges
Stamp Duty	As per Stamp Act 1949 (Revised 1989)
Security document retrieval fee	RM30.00
(per request – for complete set of documents)	
Additional financing statement (per request)	RM10.00
*Brokerage Fee	The Brokerage Fee is the fee charged each time the Bank performs the
	Tawarruq transaction. The imposition of brokerage fee is at RM5.00 per
	RM1.0 million on pro-rate basis.
*Commodity Delivery Charges	Actual cost to be borne by customer

#### Note:

- \*Applicable for AFFIN Tawarrug Education Financing-i only.
- Brokerage fee is subject to change from time to time as quoted by the commodity provider.
- We will communicate to you at least twenty-one (21) calendar days prior to the effective date of implementation if there are any changes in fees and charges that applicable to your Facility.
- As per all other terms and conditions in the Letter of Offer/Application Form together with Letter of Offer/General Terms and Conditions.

# 9. What if I fail to fulfill my obligations?

• Should you fail to service your payment obligation in timely manner, the following compensation charges (Ta'widh) shall apply:

### • Before maturity of the Facility

A sum equivalent to one per cent (1%) per annum on overdue monthly instalment(s) until date of full payment:

= Overdue <i>Profit/Ujrah/</i> Instalment x 1% x no. of days overdue	
365	

### Upon and after maturity of the Facility

A sum equivalent to the prevailing daily overnight BNM's Islamic Interbank Money Market (IIMM) Rate on outstanding balance amount less *ibra*' (if any):

= Outstanding balance x prevailing IIMM x no. of days overdue	
365	

- It shall commence from the date when payment was first defaulted to the date of actual payment even when the Facility is terminated for any reason whatsoever.
- The compensation charges at the aforesaid rate shall be payable by you after as well as before any judgment or order of court.
- Notwithstanding the amount of compensation charges charged, it is expressly acknowledged and agreed that the said amount of compensation charges shall not be further compounded.
- If you have problems meeting your financing obligation, contact us early to discuss payment alternatives. Delay on your part could lead to the following consequences:
  - We have the right to set-off any credit balance in your account maintained with us against any outstanding balance in this Facility account which we will notify you at least seven (7) calendar days in advance.
  - We may proceed with legal action if you fail to respond to our reminder notices. Your property may be foreclosed, and you will
    have to bear all costs related to the foreclosure. In the event that there is a shortfall after your property is sold, you are
    responsible to settle the balance.
  - o Legal action against you may affect your credit rating leading to credit being more difficult or expensive to you.
- Please refer to other obligations stated in the Letter of Offer/Application Form together with Letter of Offer /General Terms and Conditions.



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

The Bank does not impose a lock-in period for this facility and there is no fee imposed for early settlement before maturity.

### **AFFIN Education Financing-i**

The Bank shall grant rebate (*Ibra*') which is equivalent to the Deferred Ujrah at the point of settlement:

Rebate (Ibra') = Deferred Ujrah – Reasonable Estimated Cost Incurred by the Bank

#### Note:

- Deferred Ujrah = Total Contracted Ujrah Accrued Ujrah.
- Total Contracted Ujrah = Bank's Hiring Fee Bank's Financing Amount.
- Accrued Ujrah is calculated based on the Effective Ujrah Rate of the outstanding principal being utilised.

#### AFFIN Tawarrug Education Financing-i

The Bank shall grant rebate (Ibra') which is equivalent to the Deferred Profit at the point of settlement:

Rebate (Ibra') = Deferred Profit – Reasonable Estimated Cost Incurred by the Bank

### Note:

- Deferred Profit = Total Contracted Profit Accrued Profit.
- Total Contracted Profit = Bank's Sale Price Bank's Purchase Price.
- Accrued Profit is calculated on Effective Profit Rate of the outstanding principal being utilised.

#### 11. Do I need a guarantor or collateral?

- · No guarantor is required.
- Collateral may be required either fully or partially secured against Term Deposit-i, ASB/ASB2 certificate or unencumbered immovable property.

### 12. Do I need any Takaful coverage?

- Group Credit Family Takaful (GCFT) is highly encouraged to be taken by both applicant and joint applicant.
- In the event of death and total permanent disability, the Takaful will pay off all outstanding amount of your Facility with the Bank. This will alleviate the burden of payment on your survivors or next of kin.

#### Note:

The Bank may provide quotations to you for any Takaful offered by the Bank's own panel of Takaful provider. However, you are free to use the service of other Takaful provider.

### 13. What are the major risks?

The *Ujrah*/Profit rate on this Facility is floating and it is pegged to Standardised Base Rate (SBR). An increase in *Ujrah*/Profit rate may result in higher monthly payment/extension of Facility tenure. However, the *Ujrah*/Profit rate is capped at 15% per annum.

# Note:

If you have problems to fulfill your Facility obligations, please contact and discuss with us.

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

- It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.
- In accordance with Affin Islamic Bank Berhad policy/guidelines and per standard security documents, any change of contact details
  must be in writing duly signed off by the customer(s) and addressed to Affin Islamic Bank Berhad.

# 15. Where can I get assistance and redress?

If you have difficulties in making payments, you should contact us earliest possible to discuss payment alternatives at:

Address:	Contact No.	03-8230 2828
AFFIN BANK BERHAD	Operating Hours:	
Asset Quality Management Department	8:45 a.m 5:45 p.m.	
401 & 501, Block C, Kelana Business Centre,	(Monday-Thursday)	
Jalan SS7/2, 47301 Kelana Jaya,	8:45 a.m. – 4:45 p.m.	
Selangor Darul Ehsan.	(Friday)	

 If you wish to complain on the product or services provided by us, you may fill-in an "e-Form for lodgement of customer feedback/complaint" which is available on the Bank's website at <u>AffinAlways.com</u> that will be escalated to Customer Feedback & Resolution Management. You may also contact us at:

Address:	Contact Centre	03-8230 2222
Customer Feedback & Resolution Management	Operating Hours:	
Level 9, Menara AFFIN,	8:00 a.m. – 12:00 a.m.	
Lingkaran TRX,	(Monday – Sunday)	
Tun Razak Exchange,	E-mail	YourVoice@affingroup.com
55188 Kuala Lumpur.	Website	https://www.affingroup.com
		https://www.affinalways.com



• Alternatively, you may seek the services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services on money management, credit counselling, financial education and debt restructuring for both individuals and Small and Medium Enterprises (SMEs). You can contact AKPK at:

Address:	AKPK Infoline	03-2616 7766
Agensi Kaunseling dan Pengurusan Kredit (AKPK)		
Level 5 and 6, Menara Aras Raya	Fax No.	03-2616 7601
(Formerly known as Menara Bumiputra-Commerce)	Operating Hours	9:00 a.m. – 5:00 p.m.
Jalan Raja Laut, City Centre		(Monday – Friday)
50350 Kuala Lumpur.		`

• If your query or complaint is not satisfactorily resolved by us, you may contact Bank Negara Malaysia Link or BNMLINK at:

Address:	Contact No.	1-300-88-5465
BNMLINK	Operating Hours:	
Bank Negara Malaysia	9:00 a.m. – 5:00 p.m.	
P.O. Box 10922 (Peti Surat 10922)	(Monday – Friday)	
50929 Kuala Lumpur	Fax No.	03-2174 1515
	Elink Web Form	https://bnmlink.bnm.gov.my

# 16. Where can I get further information?

Should you require additional information on financing, please visit our nearest Bank's branches or call our Contact Centre number at 03-8230 2222 or visit our website at AffinAlways.com for further details.

# 17. Other financing available

AFFIN Personal Financing-i

#### **IMPORTANT NOTE:**

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

NAME	:
SIGNATURE	:
DATE	:

The information provided in this disclosure sheet is valid as at 1 OCTOBER 2024