

# 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 or agent before signing below).

# **ENGLISH VERSION**

Bank : Affin Islamic Bank Berhad

Product : AFFIN Solar Financing-i (SolarFin-i)

Date of Issuance to Customer:

(to be filled out upon application)

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

Affin SolarFin-i is an unsecured personal financing offered to the retails customers to finance the purchase and installation of Solar Photovoltaic System (SPV System) for residential properties and shall be applicable for landed properties only. The financing is offered under fixed and variable rate.

#### 2. What is the Shariah concept applicable?

#### Tawarruq

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

*Tawarruq* consist of two sale and purchase contracts where the Customer purchase the Commodity from the Bank at a mark-up 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 *Tawarruq* transaction.

#### Wa'd

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	■ The Solar PV Sy	e 21 years to 60 years ystem is applicable for landed properties only. perties which owner occupied/home ownership.			
Financing Amount					
Financing Tenure	<ul><li>YEAR</li><li>Minimum: 2 yea</li><li>Maximum: 10 yea</li></ul>	ars			
Profit Rate	Type of Rate	Rate			
	☐ Variable  Note:	SBR +%			
	· Please visit Af	be determined at the point of application. <u>finAlways.com</u> for the latest Standardised Base Rate (SBR) ariable rate financing only).			

Bank's Sales Price	☐ <b>Fixed Rate:</b> Bank's Purchase Price + (Bank's Purchase Price x Profit Rate x Financing Tenure (years))
	□ Variable Rate:
	$p * n \div \left[ \frac{(((1 + r/1200)^n) - 1)}{(r/1200)((1 + r/1200)^n)} \right]$
	<ul> <li>p = Bank's Purchase Price</li> <li>r = Ceiling Profit Rate</li> <li>n = Number of Financing Tenure (in months)</li> </ul>
Ceiling Profit Rate (applicable to variable rate financing only)	15.00% per annum (p.a.)

#### 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)? (applicable to variable rate financing only)

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? (applicable to variable rate financing only)

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 3 years (applicable to variable rate financing only)

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

Go to PERSONAL > My Loans & Financing > Personal > AFFIN Solar Financing-i > Important Information > Consumer Guide on Reference Rate.

#### 7. What are my obligations?

- You are required to serve all monthly instalment as per agreed mode of payment stated in the Application Form
  Together with Letter of Offer or any other notice, upon disbursement being made until full settlement of the
  financing account.
- Disbursement will be made directly to the Supplier and that the amount credited to the Supplier's account is the total amount of Facility applied for and approved after deducting other costs (if any).
- 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 instalment in a timely manner and shall be paid as specified in the Application Form Together with Letter of Offer.
- <u>Important:</u> Your monthly instalment and total payment amount will vary subject to Standardised Base Rate (SBR) changes (applicable to Variable Rate financing only):

	Today's SBR % p.a.	If SBR increase by 1%	If SBR increase by 2%
Monthly Installment for			
years			
Total profit cost at the end of			
years			
Total payment amount at the end			
of years			

#### **IMPORTANT:**

- All calculations and information above are for illustration purpose only.
- Please refer to our website at <u>AffinAlways.com</u> on the latest SBR rate.
- Based on the illustration above, the monthly payment (instalment) amount shall be raised/lowered with any
  increase/decrease of the SBR. You may submit a written request to the Bank and the Bank may at its



consideration to maintain the same monthly payment in spite of any increase to the SBR, provided always that the same is sufficient to service the monthly profit. The difference in the monthly payment shall then be accumulated to the end of the financing tenure.

At the maturity of the financing facility, you shall pay the outstanding balance in full or the Bank may at its
consideration, grant an extension to the financing tenure to facilitate settlement via monthly payment of an agreed
amount. If the financing 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 financing facility upon reaching retirement
age.

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

Type of Fee / Charge	Details of Fee / Charge
Stamp Duty	As per Stamp Act 1949 (Revised 1989)
Processing Fees (per application)	No charges
Brokerage Fee	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.
	Example:
	For financing amount at RM10,000, the Brokerage Fee
	shall be as follows:-
	= RM10,000 X RM5.00/RM1,000,000
	= <u>RM0.05</u>
Security document retrieval fee	BM00 00
(per request – for complete set of documents)	RM30.00
Commodity Delivery Charges	Actual Cost to be borne by customer
Additional Financing Statement:	RM10.00 per request
(for any request on reissuance of financing	
statement in addition to the financing statement	
issued to the customer)	

# Note:

- 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 financing facility.
- All the above will be debited from the Customer's savings/current account with the Bank.
- As per all other terms and conditions in the General Terms and Conditions.

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

• Should you fail to service your payment obligation in a 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 installment(s) until date of full payment:

= Overdue Profit/Installment x 1% x <u>no. of days overdue</u> 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 i.e. outstanding Bank's Sale Price less *ibra*' (if any):

= Outstanding balance x prevailing IIMM x <u>no. of days overdue</u> 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 charge 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 may set-off any credit balance in 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.
  - Legal action will be taken if you fail to respond to reminder notices. You will have to bear all costs and responsible to settle any shortfall after legal action has been taken against you.
  - ➤ Legal action against you may affect your credit rating leading to credit being more difficult or expensive to you.
- As per all other terms and conditions in the 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. The Bank shall grant rebate (*Ibra*') which is equivalent to the Deferred Profit at the point of settlement.
- Rebate (Ibra') formula:

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 based on Profit Rate of the outstanding principal being utilised

# 11. Do I need a guarantor or collateral?

- No guarantor or collateral is required.
- Unless waiver is granted by the Bank, an advance payment equivalent to two (2) months monthly payment ("Advance Payment") is to be made by the Customer prior to the disbursement of the Facility, failing which the Bank reserves the right to deduct the Advance Payment from the Customer's Financing Amount upon disbursement of the Facility as security deposit.

The said amount shall be tagged as "on hold" and it will be used to set-off against any arrears when the default of payment occurs.

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

- Group Credit Term Takaful (**GCFT**) plan is <u>highly encouraged</u>. The single contribution is deductible from the approved financing amount upon disbursement.
- In the event of death or total permanent disability, the Takaful will pay off all outstanding amount of your financing 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 operator. However, you are free to use the service of other Takaful provider.

# 13. What are the major risks?

#### For Fixed Rate Financing:

The payment of Bank's Sale Price is by way of periodic instalment. Since the profit rate is fixed upfront, any changes to the SBR will not impact your monthly instalment.

#### For Variable Rate Financing:

The profit rate on this financing is variable and it is pegged to SBR. An increase in profit rate may result in higher monthly payment/extension of financing tenure.

#### Note:

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



#### 14. What do I need to do if there are changes in 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 of Affin Islamic Bank's policy/guidelines and per standard security documents, any change of contact details has to 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. (Friday)	
Selangor Darul Ehsan.		

 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: Customer Feedback & Resolution Management Level 9, Menara Affin,	Contact No. Operating Hours: 8:00 a.m. – 12:00 a.m. (Monday – Sunday)	03 – 8230 2222
Lingkaran TRX, 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 counseling, 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,	Fax No.	03-2616 7601
Menara Aras Raya	Operating Hours	9:00 a.m. – 5:00 p.m.
(formerly known as Menara Bumiputra-Commerce)		(Monday – Friday)
Jalan Raja Laut, City Centre 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 branches or call our Contact Centre number at 03-8230 2222 or visit our website at <a href="https://example.com/4ffinAlways.com">AffinAlways.com</a> for further details.

# 17. Other financing packages available

• AFFIN Education Financing-i

**NAME** 

**SIGNATURE** 

- AFFIN Tawarruq Education Financing-i
- AFFIN ISLAMIC Personal Financing-i

# <u>IMPORTANT NOTE:</u>

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

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	the	terms	affecting	my/our	obligat	ions,	have	bee	n a	dequately	explained	to	me/us	by	the
	Bank'	's staff, r	epresentat	ive or age	nt.										

The information	nrovided in this	disclosure	sheet is valid	as at 22	<b>DECEMBER 2023</b>
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\*This PDS to be filled up by the Bank's Sales Personnel