

**PRODUCT DISCLOSURE SHEET**  
 (Please read this Product Disclosure Sheet before you decide to take up the Hire Purchase Facility)



**HIRE PURCHASE (HP) FACILITY**

Date :

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

Hire Purchase facility is provided for the financing of vehicle calculated on fixed or variable rate. The ownership of the vehicle remains with the Bank until full settlement of the facility. The operation of the Hire Purchase facility is governed by the Hire Purchase Act 1967. The tenure of the facility shall be up to a maximum period of 9 years only.

**2. What do I get from this product?**

- (a) Amount financed : RM #FinancingAmount#  
 (b) Tenure (repayment period): #tenure/12# years (#tenure# months)  
 (c) Term charges :-  
 i. Fixed Rate #rate# % per annum  
 Annual Percentage Rate #APRRate# % per annum  
 OR  
 ii. Variable Rate #effectiverate# % per annum

**3. What are my obligations?**

- (a) Fixed Rate  
 i. Your monthly instalment is RM #instalment# for a period of #tenure - 1# months and a final instalment of RM #finalinstalment#  
 ii. The total amount payable is RM #total payable#

OR

- (b) Variable Rate\*  
 i. Your monthly instalment is RM #instalment# for a period #tenure - 1# months and a final instalment of RM #finalinstalment#  
 ii. The total amount payable is RM #total payable#  
 \* For facility under Variable Rate the total repayment amount will vary if the Base Lending / Financing Rate (BLR/BFR) changes. The Bank will give at least twenty-one days (21) calendar days' notice prior to the implementation date of revised monthly instalment.

As hirer, you have the obligation to pay the instalments on time, inform the Bank (owner) of any changes in your address & to continue to ensure that the vehicle financed is adequately insured.

**4. What other charges do I have to pay?**

Standard Fees	RM	Description / Service	RM
<input type="checkbox"/> Stamp duty - without guarantor	<input type="checkbox"/> 20	<input type="checkbox"/> Photocopy charges	<input type="checkbox"/> 10
<input type="checkbox"/> Stamp duty - with guarantor	<input type="checkbox"/> 60	<input type="checkbox"/> Courier, fax and telephone charges	<input type="checkbox"/> 10
<input type="checkbox"/> e-Hakmilik charges	<input type="checkbox"/> 3.24	<input type="checkbox"/> Colour photographs	<input type="checkbox"/> 30
<input type="checkbox"/> Postages- without guarantor	<input type="checkbox"/> 10	<input type="checkbox"/> Transport expenses for inspection of cars	<input type="checkbox"/> 30
<input type="checkbox"/> Postages- with guarantor	<input type="checkbox"/> 20	<input type="checkbox"/> Handling fees	<input type="checkbox"/> 30
		<input type="checkbox"/> Valuation fees	<input type="checkbox"/> 10

**5. What if I fail to fulfill my obligations?**

The consequences of failing to meet your monthly repayments include:-

<b>Late Payment Penalty</b>	i. For HP, late payment penalty of 8% p.a.* on the amount in arrears calculated daily will be charged. ii. For Variable Rate, late payment penalty of 2% plus prevailing rate (BLR ± spread) of terms charges will be charged.
<b>Right to Set-Off</b>	The Bank reserves the right to set-off any credit balance in your savings/current account maintained with us against any outstanding balance in this facility account by giving you seven (7) calendar days prior notice.
<b>Legal Actions</b>	i. The Bank as the owner has the right to repossess the vehicle. ii. In addition, legal action may be taken against you to recover the amount outstanding under the facility. This will affect your credit rating leading to credit being more difficult or expensive to you.

a) Repossession will take place when there is :-

- (i) Two successive defaults of monthly rental instalments, OR,
- (ii) Failure to pay final instalment, OR,
- (iii) Four successive defaults of monthly rental instalment by next of kin if the hirer is deceased.

b) Repossession Procedures

- (i) The Bank will issue a Notice of Intention to Repossess (pursuant to Section 16 (1) of the Hire Purchase Act 1967 (HP Act). This notice (commonly referred to as the 4th Schedule Notice) giving you as the hirer 21 days to make good the instalment in arrears.
- (ii) If no payment is made within 14 days after the issuance of the 4th Schedule Notice, a notice pursuant to Rule 15 of the Hire Purchase (Application of Permit and Procedure of Repossession) Regulations 2011 will be issued, informing you of the intention of the Bank as the owner to take possession of the vehicle upon expiry of the 4th Schedule Notice.
- (iii) Upon expiry of grace period, the Bank may initiate repossession by issuing Repossession Order to the authorized Repossessors to take possession of the vehicle.

However, for cases where the total instalments paid by the hirer exceed 75% of the original cash price of the vehicle, the Bank will obtain a Court Order and thereafter proceed with 5 b) (i), (ii) and (iii) as above.

c) Repossessor's Action

- (i) The authorized Repossessor is a holder of permit issued by the Ministry of Domestic Trade, Co-operatives and Consumerism who will carry out repossession of the motor vehicle and will be equipped with the following documents:-
  - Repossession Order issued by the Bank,
  - Court Order (if applicable) for repossession.
- (ii) In carrying out the repossession, the Repossessor must make available for inspection and verification the above documents, together with his Identification Card and Permit.
- (iii) The Repossessor must adhere to the guidelines and code of ethics as issued by the authorities, including those set up by the Association of Hire Purchase Companies, Malaysia (AHPCM).

Upon repossession, the Bank will issue a Notice to Redeem (also known as the 5th Schedule Notice) which gives you 21 days to do any of the following:-

- a. Pay all outstanding arrears and incidental expenses incurred by the Bank to make good the repossession of the vehicle (including repossession's fees, towage, storage, etc.), OR
- b. Pay in full the entire balance outstanding for the facility, including incidental expenses incurred by the Bank (as above), OR
- c. Introduce a buyer to purchase the vehicle at the price indicated on the notice.

The Bank may sell/dispose the vehicle either by public auction or private sale in order to recover the amount due owing under the HP Agreement if hirer fail to meet The 21 days deadline on the 5th Schedule.

## **6. What if I fully settle the loan before its maturity?**

You will be entitled to a rebate on the interest/profit unearned by Maybank for early settlement of facility under Fixed Rate only. The rebate is partial refund of the term charges (interest/profit) calculated according to a formula stipulated in the HP Act.

## **7. Do I need any insurance/ takaful coverage?**

You are required to take up a comprehensive insurance coverage on the vehicle financed for the entire tenure of the Hire Purchase Facility and you are required to inform the owner on the renewal of the insurance/takaful policy within 14 days before the expiry of the policy.

## **8. 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 to ensure that all correspondence reach you in a timely manner.

## **9. Where can I get assistance and redress**

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

Automobile Financing, Malayan Banking Bhd  
Dataran Maybank,  
No.1 Jalan Maarof  
59000 Kuala Lumpur  
Tel : 03-22972304/ 2191  
Fax : 03-22972020

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 and debt restructuring for individuals.

Tingkat 8, Maju Junction Mall  
1001, Jalan Sultan Ismail  
50250 Kuala Lumpur  
Tel : 1-800-88-2575  
Email/ : [enquiry@akpk.org.my](mailto:enquiry@akpk.org.my)

If your query or complaint is not satisfactory resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at :

Block D, Bank Negara Malaysia  
Jalan Dato' Onn, 50480 Kuala Lumpur  
Tel : 1-300-88-5465  
Fax/ Faks : 03-21741515  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

#### **10. Where can I get further information**

Should you require additional information about taking a HP facility, please refer to the [www.maybank2u.com.my](http://www.maybank2u.com.my) website under Hire Purchase Financing or kindly visit nearest Maybank Auto Finance Centre.

I hereby confirm that I have read and understood the contents of this Product Disclosure Sheet

Signature : \_\_\_\_\_  
Name : #ApplicantName#

**IMPORTANT NOTE : YOUR VEHICLE MAY BE REPOSSESSED AND LATER DISPOSED OFF IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR HIRE PURCHASE LOAN.**

The information in this disclosure sheet is valid as at : March 2024