

## PRODUCT DISCLOSURE SHEET

### Bank Guarantee-i

Please read this Product Disclosure Sheet before you decide to take up this product. Be sure to read the general terms and conditions.

Date: \_\_\_\_\_

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

Bank Guarantee (BG-i) is a shariah compliant guarantee or written undertaking given by the Bank on your behalf to the beneficiary ensuring that your liability/ obligations under the terms of guarantee will be met.

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

The Shariah concept applicable is Kafalah which refers to a contract where the guarantor conjoins the guaranteed party in assuming the latter's specified liability.

The Bank as guarantor shall issue BG-i to the third party on behalf of the company which signifies a guarantee for the implementation of specified project.

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

- Bank Guarantee-i allows you to participate in business activities where your counterpart requires such guarantee.
- It is generally having an expiry date and claims period. All Bank Guarantee-i issued must be specific as to the amount and period of liability including claims period.

#### 4. What are my obligations?

- Your obligation is to fulfill the beneficiary's requirement as specified in your agreement and payment of Kafalah fee.
- You shall be responsible and liable to indemnify the Bank as the guarantor against all obligations imposed for which the Bank Guarantee-i is subject to. Hence you will need to pay the bank the full guaranteed amount should there be a claim from the beneficiary, in accordance with the terms and conditions of the BG-i facility.

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

The fees and charges for this product as follows:

Item	Details of fees/charges
Stamp Duty	As per Stamp Duty Act 1949 (revised 1989)
Kafalah Fee	Up to 1.50% per annum on the guarantee sum subject to a minimum of RM50.
Letter of Support	RM50 (Waived for micro enterprises customers)

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

- The Bank shall be entitled to impose and demand from you late payment compensation by way of Ta'widh (compensation charges) for the following:
  - Default payment(s) during Facility tenure: 1% p.a. on overdue amount.
  - Default payment of any outstanding balance after maturity of the facility: Bank Negara Malaysia ("BNM") Islamic Interbank Money Market ("IIMM") rate on the outstanding balance (outstanding principal plus accrued profit);

- Note:*
- Compensation charges shall not be compounded;
  - Compensation charges methodology and rates are subject to changes as may be prescribed by BNM;
  - Compensation charges are computed on daily basis from the payment due date/ termination date/ maturity date/ judgment date.

- The Bank has the right to set-off any credit balance in your account maintained with us against any outstanding balance in this financing account, however, it would be made known to you.
- The Bank reserves the right to take legal action and all costs incurred will be borne by you. This legal action will have an effect on your credit rating and may lead to difficulties in your future financing applications.

#### 7. What are the major risks inherent to this product?

- Should you fail to fulfil the obligations with the Beneficiary and upon claim by the Beneficiary, the Bank will proceed to honour the guarantee by making payment and debiting your account and/or may liquidate your collateral.

#### 8. Do I need any guarantor or collateral?

- The bank will evaluate this requirement and advise you on this before we offer the Bank Guarantee-i facility. Any collateral acceptable by the Bank.

#### 9. What are the minimum documents required?

- Bank Transaction Documents
- Letter of Indemnity

#### 10. 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 correspondence reaches you in a timely manner.
- Please contact 03-2096 3000 or visit the Bank's nearest branch to update the change(s)

#### 11. Where can I get assistance and redress?

- If you have difficulties in making payments, you should contact us as soon as possible to discuss alternative payment arrangements. You may contact us at:  
**Collection & Recovery Department**  
**Ground Floor, Menara MBSB,**  
**46, Jalan Dungun,**  
**Damansara Heights,**  
**50490 Kuala Lumpur.**  
**Phone : 03-2096 3000**  
**Fax : 03-2092 1035**

- Alternatively, you may seek the service of Agensi Kaunseling dan Pengurusan Kredit ("AKPK"), an agency established by Bank Negara Malaysia to provide free services on money management, credit counselling and debt restructuring for individuals. You can contact AKPK at:

**Agensi Kaunseling dan Pengurusan Kredit (AKPK)**

Tingkat 8, Maju Junction Mall,

1001, Jalan Sultan Ismail,

50250 Kuala Lumpur

Phone : 1800-88-2575

E-mail : [enquiry@akpk.org.my](mailto:enquiry@akpk.org.my)

- If you wish to complain on the products or services provided by us, you may contact us at:

**Customer Experience Management**

25th Floor, MBSB Bank Tower

Jalan Persiaran Barat, Section 52

46200 Petaling Jaya, Selangor

Phone : 03-2096 3000

E-mail : [complaint@mbsbbank.com](mailto:complaint@mbsbbank.com)/  
[enquiry@mbsbbank.com](mailto:enquiry@mbsbbank.com)

- If your query or complaint is not satisfactorily resolved by us, you may contact:

**Bank Negara Malaysia LINK or TELELINK**

Block D, Bank Negara Malaysia,

Jalan Dato' Onn,

50480 Kuala Lumpur.

Phone : 1-300-88-5465

Fax : +603-2174 1515

E-mail : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

**12. Where can I get further information?**

Should you require additional information on the product, please visit our website at [www.mbsbbank.com](http://www.mbsbbank.com) or alternatively contact your respective Relationship Manager.

**13. Other facilities available?**

- Letter of Credit-i (LC-i)
- Inward Letter of Credit-i (ILC-i)
- Shipping Guarantee-i (SG-i)
- Inward Bills for Collection-i (IBC-i)
- Credit Bills for Collection-i (CBC-i)
- Outward Bills for Collection-i (OBC-i)
- Credit Bills Financing-i (CBF-i)
- Outward Bills Financing-i (OBF-i)
- Tawarruq Working Capital Financing (TWCF)
- Murabahah Working Capital Financing (MWCF)

**IMPORTANT NOTE:**

**LEGAL ACTION MAY BE TAKEN  
AGAINST YOU IF YOU FAIL TO  
SERVICE YOUR PAYMENTS OF THIS  
FACILITY ON A REGULAR BASIS**

The information provided in  
this disclosure sheet is valid as at \_\_\_\_\_

**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 and Facility Agreement after credit assessment and financing approval.