



KOPERASI PEKERJA-PEKERJA BANK MALAYSIA BERHAD

TERMS AND CONDITIONS

- 1) The applicant & guarantor(s) hereby authorizing Koperasi Pekerja Pekerja Bank Malaysia Berhad the right to verify the information provided in the application form.
- 2) Open to all permanent employees within the Banking and Financial Sector in Malaysia where the employer has granted **Koperasi Pekerja-Pekerja Bank Malaysia Berhad** (hereafter referred to as “**KoperasiBank**”) salary deduction arrangement for all cooperative dues.
- 3) **The Personal Loan Scheme 2 (PL – 2)** is a Personal Term Loan extended to members for their personal use. Non-members may apply provided they make an application to become a member of KoperasiBank and their application for membership is approved by the Board.
- 4) The eligibility is calculated based the applicant’s ability to repay the loan. Total deductions inclusive of loan installment and other deductions shall not exceed 50% of applicants basic Salary. (*Employment Act 1955 – Section 24.8*). Other deduction shall include Membership Subscription and Admin Fees.
- 5) Applicants with CCRIS and CTOS problem may apply.
- 6) Applicants under the AKPK (Agensi Kaunseling dan Pengurusan Kredit) program may also apply.
- 7) The minimum Repayment Period shall not be lesser than 2 year (24 months).
- 8) The maximum Repayment Period shall not exceed 10 years (120 months) or retirement age which ever is the earlier.
- 9) Minimum Financing Amount is RM5,000
- 10) Maximum Financing Amount is RM100,000
- 11) All borrowers shall be insured by Group Cover Term (GCT) taken thru **KoperasiBank**’s panel insurers to cover the loan amount. Assignment of Life Policies is ***strictly not allowed***.
- 12) Retention period is 2 years from date of full disbursement. Compensation charges of 5% flat on the original loan amount will be levied during the first 2 years.
- 13) Each borrower shall provide **one guarantor** for the loan. The guarantor must be an employee in any licensed Financial Institution in Malaysia drawing a Monthly Basic Salary **equivalent** to that of the Borrower’s. In the event the borrower is not able to provide a guarantor with the equivalent basic salary, than the borrower shall provide 2 guarantors whereby the sum of both guarantors’ basic salary shall not be lesser than that of the borrower’s.
- 14) Cross guaranteeing is **strictly NOT allowed**.
- 15) Processing Fee of RM100 will be deducted from the loan amount on disbursement.



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- 16) The borrower undertakes to ensure the Loan Installments, Membership Subscription and Admin Fees payments are made thru salary deductions.
- 17) This facility is extended to the borrower on condition the dues shall be paid thru salary deduction. In the event the salary deduction is withdrawn for what so ever reason **KoperasiBank** reserves the right to recall the loan in full.
- 18) The Monthly Repayment amount shall be the total of the Principal Amount and Interest Charged spread equally into the number of months of the Repayment Period (Flat rate basis).
- 19) The Monthly Repayment shall reach **KoperasiBank** no later than the 7th working day of the month.
- 20) On disbursement of the loan **KoperasiBank** shall retain from the disbursed amount 2 month's installments. This is to circumvent the late payment charges incurred in the event the activation of Salary Deduction by the borrower's employer is delayed for what so ever reason. These monies shall be held in a non interest earning account for the duration of the loan. On settlement of the loan the monies shall be refunded to the borrower.
- 21) The borrower will be levied a Late Payment Charge if the Monthly Repayment is received after the 7th working day of the month.
- 22) The Late Payment Charge is 5% which will be charged on each installment due and unpaid from the due date to the day of actual payment.
- 23) **KoperasiBank** may change the Terms & Conditions herein or the Terms & Conditions in Letter of Offer by giving prior notice to the borrower and guarantor(s).
- 24) The borrower undertakes to sign such further documents as may be requested by **KoperasiBank** from time to time.
- 25) **KoperasiBank** reserves the right to terminate this loan agreement if the Board has reasons to believe that the borrower has breached any of the Terms and Conditions contained herein or in the Letter of Offer. Such termination shall be followed by a demand for a full settlement of balance of the loan amount at the material time.
- 26) The borrower shall execute Consent for Salary Deduction and forward same to his/her employer to have all monthly dues paid through salary deductions. The borrower undertakes to ensure the Consent for Salary Deduction is not altered, changed or stopped without the written consent of KoperasiBank. The Consent for Salary Deduction shall remain in effect until the full settlement of the loan facility.



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- 27) Payment by the borrower to **KoperasiBank** shall not be considered to have been made until the relevant funds have been received for value by **KoperasiBank** and entered into **KoperasiBank's** general records.
- 28) In the event the borrower has defaulted in excess of 2 months installments, **KoperasiBank** shall reserve the right to inform the employer of the borrower of such monies owed and if necessary request assistance in the recovery by whatever means.
- 29) In the event the borrower defaults on the monthly repayment for a period not lesser than 3 months, **KoperasiBank** reserves the right to demand the full settlement of the loan. This may be proceeded with legal or any other actions that are deemed fit.
- 30) **KoperasiBank** reserves the right at any time to disclose to an appointed Debt Collection Agency of its choice the relevant information and details pertaining to the borrower, guarantor and loan outstanding. **KoperasiBank** shall also reserve the absolute right to engage any Debt Collecting Agency of its choice to recover the loan in full.
- 31) The borrower & guarantor(s) agree to waive their rights and/or claims under the Personal Data Protecting Act 2010 (Act 709) and shall indemnify **KoperasiBank** of any liability that may arise in the course of KoperasiBank enforcing or seeking to enforce any of the Terms & Conditions herein or the Terms & Conditions in the Letter of Offer or seeking to obtain payment of all or any part of monies owing by the borrower to **KoperasiBank**.
- 32) The borrower and guarantor(s) shall be liable to pay **KoperasiBank** all legal costs, charges and expenses which **KoperasiBank** may incur in enforcing or seeking to enforce the loan agreement or in obtaining or seeking to obtain payment of all or any part of monies owing by the borrower to **KoperasiBank**.
- 33) The borrower and guarantor(s) shall inform **KoperasiBank** of any change to the status of their employment with their respective employers. Failure to notify shall be deemed as a breach of the Terms and Conditions herein and **KoperasiBank** reserves the right to recall the facility in full.
- 34) The borrower shall remain as a member of **KoperasiBank** during the duration of the loan. Should the borrower's membership with **KoperasiBank** be terminated for what so ever reason, **KoperasiBank** reserves the right to recall the facility in full.
- 35) The borrower and the guarantor(s) shall be jointly and severally liable to **KoperasiBank** for all sums and payment due to **KoperasiBank** arising from the borrower defaulting on the Monthly Repayment or has breach any of the Terms & Conditions set out herein or the borrower is no longer employed in the licensed Financial Institution he/she was employed with when this loan facility was granted.



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- 36) The borrower and guarantor(s) hereby agree that in the event that any action is taken in the Malaysian Courts in respect of this Terms and Conditions, the legal process and other documents may be served by posting the documents to the borrower and guarantor at the last known address of the borrower and guarantor(s) in **KoperasiBank's** records and such service on the fifth day after posting, be deemed to be good and sufficient service of such process and documents.

*We hereby declare that the foregoing are a full and true statement and the borrower undertakes to refrain from borrowing from any other source other than **KoperasiBank** except with the prior consent of its Board of Management. We have read and understood the Term and Conditions imposed by the Cooperative. We agree to abide by the Term and Conditions of Koperasi Pekerja-Pekerja Bank Malaysia Berhad.*

.....
Guarantor's Signature.

.....
Applicant's Signature

Guarantor's Name :

Applicant's Name :

NRIC :

NRIC No :

Date :

Date :
