



**Wealth and Personal Banking of HSBC Amanah Malaysia Berhad**  
**Terms and Conditions Regarding Financial Management and Resilience Programme (URUS)**  
**for Individual Customers holding Credit Cards-i, Personal or Property Financing**  
**from 15 November 2021 till 31 January 2022**

1. HSBC Amanah Malaysia Berhad (Company No 200801006421 (807705-X) (HSBC Amanah) will be referred to as (“**Bank**”, “**We**”, “**Our**” or “**Us**” or “**HSBC**”).
2. These terms apply to You applying for URUS effective 15 November 2021.
3. “You” or “Your” refers to customers holding HSBC Credit Cards-i, Personal Financing or Property Financing, applying for URUS between 15 November 2020 till 31 January 2022.
4. The URUS programme which is under AKPK offers personalised financial plan for up to 24 months which includes:
  - a. Profit/lease rental waiver period for up to 3 months;
  - b. Deferred payments
  - c. Reduced payments
5. To be eligible, You must satisfy All 4 conditions below:
  - a. Already under an **existing Financial Assistance Programme** which includes temporary financial relief or targeted assistance programme with HSBC OR HSBC’s internal rescheduling and restructuring OR AKPK Debt Management Programme (DMP) as at 30 September 2021 and is enrolled after 18 March 2020.
  - b. Experiencing **loss of employment** or **at least a 50% reduction in income** after 18 March 2020.
  - c. Must be a **B50 customer** which will be determined via recipient of Bantuan Prihatin Rakyat (BPR)/Bantuan Sara Hidup (BSH) listing or verification of income documents. Household income or individual income must be RM5,880 or below per month; and
  - d. Existing financing **still in performing** (i.e. NOT in arrears exceeding 90 days) as at the date of application.
6. You may opt for:
  - a. 3 months’ profit/lease rental waiverOR
  - b. Repayment Assistance Programme (RAP) that offers:
    - 3 months’ profit/lease rental waiver AND
    - Reduced payments of up to 2 years (inclusive of the 3 months’ profit/lease rental waiver period):

i. For Loss of employment	- 6 months zero payments of which first 3 months is profit/lease rental waiver - and subsequent up to 18 months of profit/lease rental servicing only
ii. Income Reduction	- Up to 24 months of reduced payments of which first 3 months is profit/lease rental waiver

7. To apply, You must complete the common URUS application form found in HSBC website which requires the input of your personal, income and financing details; provide consent and supporting documents to prove eligibility. Supporting documents would include but not limited to termination letter / EPF / income tax form / bank statements / salary slips (before and after) to evidence loss of employment and income changes.
8. If You have credit facilities with more than one Bank, You are only required to submit **one** URUS application form which can be submitted via any of the Banks concerned which You meet the above eligibility criteria
9. If You opt for Repayment Assistance Programme (RAP), You would need to exit from Your existing Financial Assistance Programme and all remaining assistance will void upon termination.
10. Your URUS application will be submitted to AKPK for processing and decision may take up to 10 working days. Upon approval of any of the URUS programme by AKPK, a letter will be issued to you. For unsuccessful customers, AKPK will inform customers within 5 working days from application
11. Commencement date of the URUS programme will be on the 1<sup>st</sup> of the following month after approval. If application submitted after the cut-off processing date for the month (i.e. 20<sup>th</sup> of each month), it will commence on the 15<sup>th</sup> of following month.
12. Your account under URUS will be reflected in CCRIS ("Central Credit Reference Information System") and the tagging will be removed once You exit from the programme with a minimum of at least 6 months tagging.
13. If You are already under Debt Management Programme (DMP) under AKPK, You are only eligible for 3 months' profit/lease rental waiver.
14. All payments relating to HSBC financing facility will be made directly to the HSBC.
15. If any of the accounts under URUS defaulted in payment for more than 3 consecutive months, URUS will be terminated.
16. The profit/lease rental waiver period is for a maximum period of three (3) months and will only commence the following month upon approval as notified by AKPK. However, if application is submitted after the cut-off processing date for the month (i.e. 20<sup>th</sup> of each month), it will commence on the 15<sup>th</sup> of following month.

**The following clauses are applicable for 3 months' profit/lease rental waiver:**

17. Profit/lease rental waiver period
  - a. For Fixed Instalment Financing Facilities- Personal and Property Financing
    - The profit/lease rental waiver would be effective 3 months commencing the following month post approval (either 1<sup>st</sup> or 15<sup>th</sup> of the month).
    - The instalment payable (if any) does NOT change. You will still pay the full instalment amount during the 3 months' profit/lease rental waiver period but the entire payment made will reduce principal balances.
  - b. For Non-Fixed Instalment Financing Facilities – Personal and Property Financing
    - The profit/lease rental waiver would be effective 3 months commencing the following month post approval (either 1<sup>st</sup> or 15<sup>th</sup> of the month).

- The reduced instalment amount would be effective for a period of 3 months commencing the 2<sup>nd</sup> month from approval date to service only the principal portion.

c. For credit cards-i:

- The 3 month's management fee waiver would be calculated and credited to the next credit card-i statement upfront post approval.
- The management fee waiver is only applicable for outstanding balances-i under the latest RBC or RBC Deferment programme and will be calculated based on the outstanding balances-i at the point of processing at 13% p.a. effective management fee rate.

Example:

Approval date : Nov 2021  
 Outstanding amount : RM10,000  
 Management fee rate : 13%p.a.  
 Total 3 months' management fee waiver : RM 320.55

Dec 2021 (31days)	Jan 2022 (31days)	Feb 2022 (28 days)
RM110.41	RM110.41	RM99.73

**The following clauses are applicable for customer that opted in for Repayment Assistance Programme (RAP):**

- For Repayment Assistance Programme (RAP), there will be change to the profit/lease rental rates offered as follows: -
  - Personal financing, credit cards-i facilities: 9% or prevailing rate (PR), whichever is lower;
  - Property Financing facilities: PR or 5%, whichever is lower
- If You are currently on any other temporary financial assistance programme with us, the existing temporary financial assistance programme will be cancelled prior to the RAP taking effect.
- If You have any overdue amount in arrears, the principal / purchase price portion of the overdue amount will be capitalized and added to the principal balance of Your facility at the commencement of the programme. The profit / lease rental portion of the overdue amount will be accrued and Clause 23 and 24 applies. For the avoidance of doubt, there is no compounding of profit / lease rental involved during the process.
- For zero instalment period, where You are not required to make any payment, profit/lease rental will continue to accrue after the 3 months' profit/ lease rental waiver period on Your outstanding balance-i. However, the profit/ lease rental accrued will not be compounded nor considered as overdue.
- Profit/ lease rental rates will revert to the original rate of the facilities after the expiry or termination of the programme.
- For Amanah Personal Financing-i & other fixed rate facilities: The profit accrued during the programme will be segregated to a new/existing second account ("Second Account") which will be due as a one-time payment at the end of your financing tenure. Thereafter, your monthly payment amount will remain the same as before the programme

For HSBC Amanah property financing & other non-fixed rate facilities: The profit/ lease rental accrued during the programme will be segregated to a new/existing second account ("Second Account") which requires separate payments and will commence at a later date. Your monthly payment amount will increase when you are required to make payment for the Second Account in addition to the existing facility account after exiting RAP.

24. Your facility tenure will be extended by the same duration of the RAP period. This is in addition to any tenure extension pursuant to a previous deferment, temporary financial assistance programme.
25. For Amanah Personal Financing-i & other fixed rate facilities based on Tawarruq (Commodity Murabahah) contract, by applying for URUS programme and subject to the application being approved by AKPK, You agree to enter into a new Tawarruq (Commodity Murabahah) contract with the Bank. The terms will be as follows:

**APPOINTMENT OF BANK AS AGENT**

- a. You irrevocably appoint and authorise the Bank to act as your agent to buy on your behalf, Shariah compliant commodities from the Bank (as seller):
- (i) of such quantity not exceeding that which the Bank has purchased for itself through Bursa Suq Al-Sila' (or such other commodities exchange) at the Cost Price (Facility Amount) based on the prevailing price quoted by Bursa Suq Al-Sila' (or such other commodities exchange) on the relevant market day selected by the Bank;
  - (ii) at the Bank's Selling Price (Cost Price plus profit at the Ceiling Profit Rate) payable to the Bank on deferred basis after taking into account the rebate that will be granted, in monthly payments. We shall grant you a rebate equivalent to the difference between the CPR and EPR. EPR shall not exceed CPR at all times.

**Bank's Selling Price = Cost Price + Ceiling Profit**

**Cost Price** is the remaining Facilities Amount, i.e. Outstanding Principal

**Ceiling Profit** equals to Cost Price x Ceiling Profit Rate ("CPR") of 20% p.a.x new tenure

- (iii) on an "as is where is" basis, without any representations or warranties from the Bank as to quality, condition, quantity and description, and without liability on the part of the Bank for any loss, damage or deterioration; and
  - (iv) to be held on your behalf as part of the Bank's bulk holding of Shariah compliant commodities on behalf of customers, for the purpose of on-selling described below;
- b. Subject to the passing of ownership of the Shariah compliant commodities to you in accordance with the trading rules of Bursa Suq Al-Sila' (or such other commodities exchange), You irrevocably appoint and authorise the Bank as your sole and exclusive agent to sell your entire Shariah compliant commodities on your behalf through Bursa Suq Al-Sila' (or such other commodities exchange) at the Cost Price (Facility Amount) and to use such sales proceeds to settle all outstanding principal under the Existing Facilities.
- c. In consideration of the Bank acting as your agent, You shall indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain or incur as a result of acting as your agent.

26. As a result of the programme, please take note that your revised monthly payments and overall payments will likely to be higher by the end of your facility tenure.

27. We will notify You of the revised monthly payments at a later date.

**The additional following clauses are applicable specifically for credit card-i customers:**

28. If You opt for RAP, the entire outstanding balances-i will be moved to URUS effective the following month post approval and management fee waiver period would commence immediately.
29. This means that upon approval, all your existing Credit Card Instalment Plans will be cancelled and the unbilled outstanding balances-i together with any unpaid billed balances-i will be moved into URUS.
30. Your existing credit card-i limit would be reduced by the amount (rounded to the nearest thousand) of the balances-i moved into URUS. If Your credit card-i limit is reduced to below RM2,000, Your card-i will be terminated by the Bank. For example:
  - a. If Your existing credit limit-i is RM50,000 and the amount moved into URUS is RM36,688, Your credit limit will be reduced to RM13,000. You will still be allowed to use your unutilized credit limit. Therefore, you are required to pay your Minimum Monthly Payment due amount as usual.
  - b. If your existing credit limit is RM50,000 and the amount moved into URUS is RM49,000, Your credit limit will be reduced to RM1,000. Your credit card-i will be terminated and You have the option to pay the outstanding balance-i (if any) in full or minimum monthly payment as per Your credit card-i statement.
31. During the RAP programme, change in credit limit is not permitted
32. Upon exiting from URUS Your credit limit will be revised back to the original limit and the unpaid balances in URUS will be transferred back into your credit card/- i. e.g. Revised back to RM50,000 following the example in 30 a. above. You are required to pay the unpaid balances as part of credit card-i outstanding as notified in your credit card-i statement; otherwise tiered management fee will be charged in accordance with the Card Agreement, which forms part of the Universal Terms and Conditions (“UTC”).
33. In the event your credit card-i is closed or terminated prior to you exiting URUS RAP, Your credit card-i limit will not be revised back to original limit and Your unpaid balances-i in URUS will be moved to term financing at 13% p.a. effective management fee rate for 24 months payment tenure.

Please also refer to our [FAQS here](#) from time to time for any updates.