

1. PROCEDURE ON LODGING A DISPUTE

Before you lodge a dispute with the Financial Markets Ombudsman Service (FMOS), you must first refer your dispute to FMOS' Member concerned, with a view to finding an amicable settlement.

2. TIME LIMIT FOR LODGING A DISPUTE

(1) You may refer your dispute to FMOS:

- (a) within 6 months from the date of the final decision by the Member concerned; or
- (b) after 60 days from the date your dispute was first referred to the Member concerned in respect of which no response has been received from that Member.

(2) For more information on the type of disputes that can be referred to FMOS, you can refer to the website at www.fmos.org.my

3. ELIGIBILITY TO LODGE A DISPUTE

Eligible Complainant

You may bring a dispute to the FMOS if you are –

(1) a financial consumer who uses or has used any financial services or products provided by a Member –

- (a) for personal, domestic or household purposes; or
- (b) in connection with a small business*.

**small business refers to small and medium enterprises (SMEs) as defined in the "Guideline for New SME Definition" issued by SME Corporation Malaysia in October 2013.*

(2) an individual investor or sole proprietor having a dealing or transaction relating to capital market services or products involving a Member.

Eligible Disputes

Disputes which are related to monetary losses that fall within RM250,000.00.

4. DISPUTES OUTSIDE THE SCOPE OF FMOS

(1) A dispute that is above RM250,000.00, except where mutually agreed in writing by the parties;

(2) A dispute arising from commercial decisions within the discretion of the Member e.g., general pricing/product pricing, fees & charges, product features, credit or margin or underwriting decisions, or applications to restructure or reschedule a loan or financing, save and except in respect of any alleged nondisclosure or misrepresentation/mis-selling by the Member in relation to such financial and capital market product or service;

(3) A dispute concerning the actuarial standards, tables and principles which the Member applies to its long-term insurance/takaful business (including the method of calculation of surrender values, paid-up policy values, interest rate imposed on Non-performing loan (NPL)/Automatic Premium Loan (APL), and the bonus rate applicable to the policy in question) for insurance or takaful claims, except guaranteed payments which are explicitly mentioned in the terms and conditions of the policy;

- (4) A dispute that has been filed in court or referred to arbitration or has been decided by a court or arbitrator;
- (5) A dispute that is referred to FMOS after more than 6 months from the date of receipt of the Member's final decision (save and except in circumstances where extension of time is granted by FMOS);
- (6) A dispute that has exceeded the relevant limitation periods as provided under the Limitation Act 1953 or Limitation Ordinance (Sabah) (Cap.72) or Limitation Ordinance (Sarawak) (Cap. 49), as the case may be, at the time the Complaint is submitted to FMOS;
- (7) A dispute for which a final and binding decision has already been given by FMOS (or its Predecessor Scheme) unless new material evidence arises that may affect the earlier decision;
- (8) A dispute concerning the performance of a product (financial or capital market) or investment save and except in respect of any alleged non-disclosure or misrepresentation/mis-selling by the Member in relation to such product or capital market service;
- (9) A dispute that involves more than one Complainant and has been referred to FMOS without the consent of the other Complainant, and FMOS is of the view that it would be inappropriate to deal with the dispute without the other Complainant's consent;
- (10) A dispute involving claims arising from third-party bodily injury or death;
- (11) A dispute relating to the payment of policy money under a life policy and personal accident policy or payment of takaful benefits under a family takaful certificate and personal accident takaful certificate made in accordance with the provisions set out in Schedule 10 of the Financial Services Act 2013 and the Islamic Financial Services Act 2013, respectively;
- (12) A dispute which involves a Member against which a winding up order has been made, or where the Member has been declared to be financially insolvent by a court of law, or has been the subject of a declaration of an event of default pursuant to the rules of the Capital Market Compensation Fund Corporation; and
- (13) A dispute involving matters under investigation by the Authorities where the Authorities have issued a direction under the Regulations to FMOS not to proceed with the Dispute Resolution Process.

5. SUBMISSION OF DOCUMENTS

Please send the Dispute Form duly completed and the required documents to:

By Post:

The Chief Executive Officer
Financial Markets Ombudsman Service
Level 14, Main Block Menara Takaful Malaysia
No. 4 Jalan Sultan Sulaiman
50000 Kuala Lumpur

Walk-In:

Monday – Thursday: Friday:

8.30 am – 1.00 pm 8.30 am – 12.15 pm
2.00 pm – 5.30 pm 2.00 pm – 5.30 pm

Closed on Saturday, Sunday, and Public Holidays

B Particulars of the Member whom you are complaining against	
1	Name of Member and Branch Address (if available):
2	Name & position of person you wish to complain against (if applicable):
3	Contact no.:
4	Account no.:

C Details of the dispute	
1	Describe the nature of the capital market product(s) or service(s) in relation to which the dispute arises, including details of the event(s) or issues that are the subject matter of your complaint. Note: <i>in the event that the space is insufficient, please attach a separate sheet of paper.</i>
2	Name and type of the capital market product(s) and/or service(s) involved:
3	Reference or account no.:
4	Date of purchase of the capital market product or rendering of the service/advice:
5	Claim/Dispute Amount: <input type="checkbox"/> MYR: <input type="checkbox"/> Other currency: Note: <i>In the event the sum claimed by a Complainant is quoted in a foreign currency, FMOS will apply the last applicable "Middle rate" from the Interbank Foreign Exchange Market as published on Bank Negara Malaysia's website as at the date of lodgment of the dispute with FMOS and at the time as may be determined by FMOS.</i>

6	<p>Breakdown of amount claimed and basis of claim:</p> <p>Note: Please furnish a detailed breakdown of the losses claimed.</p>
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D	Actions taken in respect of the dispute	
1	<p>Have you lodged a complaint with the Member concerned?</p> <p><input type="checkbox"/> Yes. Please state the date:</p> <p><input type="checkbox"/> No</p> <p>Note: FMOS does not accept a claim which has not been first submitted to the Member concerned.</p>	
2	<p>Has the Member concerned responded to your complaint in writing?</p>	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. Please state the date of the Member's response:</p> <p>Has it been 60 days since you first referred the complaint to the Member?</p> <p><input type="checkbox"/> Yes.</p> <p><input type="checkbox"/> No.</p>
3	<p>Has the Member concerned offered any settlement/redress for your claim?</p>	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. Please state the details:</p>
4	<p>Have you lodged your complaint with other regulatory authorities?</p> <p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes, I have lodged a complaint/report with:</p> <p style="margin-left: 20px;"><input type="checkbox"/> Securities Commission Malaysia</p> <p style="margin-left: 40px;">Date: _____ Report ref. no.: _____</p> <p style="margin-left: 20px;"><input type="checkbox"/> Bank Negara Malaysia</p> <p style="margin-left: 40px;">Date: _____ Report ref. no.: _____</p> <p style="margin-left: 20px;"><input type="checkbox"/> Royal Malaysian Police</p> <p style="margin-left: 40px;">Date: _____ Report ref. no.: _____</p> <p style="margin-left: 20px;"><input type="checkbox"/> Others:</p> <p style="margin-left: 40px;">Date: _____ Report ref. no.: _____</p>	

E.	Copy of documents for submission
	<input type="checkbox"/> Decision Letter of the Member (compulsory) or <input type="checkbox"/> Claim/Dispute Letter to the Member (if Member has not issued a final decision after 60 days from the date the claim / dispute was first referred) (compulsory)
	<input type="checkbox"/> NRIC/Passport
	<input type="checkbox"/> Police report
	<input type="checkbox"/> Transaction Statement / Receipt / Confirmation of Investment
	<input type="checkbox"/> Others (please specify):

F. DECLARATION AND UNDERTAKING BY THE COMPLAINANT(S):

1. I/We, hereby declare that, to the best of my/our knowledge:
 - a. My/our complaint is not the subject of court or arbitration proceedings; and
 - b. My/our claim has not been referred in court or arbitration.
2. I/We undertake to inform FMOS, if, after this application has been made, I/we have lodged a claim with other bodies, and/or commenced legal proceedings, against the Member concerned and/or their agents.
3. I/We confirm that I/we have read and understood the Dispute Resolution Process of FMOS under Appendix 1 and I/we confirm that I/we understand the process stated therein that are binding on me/us.
4. I/We hereby agree and understand that all communications made in FMOS's Dispute Resolution Process, either verbally or in writing, including correspondence, information disclosed, matters discussed, views expressed and the grounds for the decision reached by FMOS.
5. I/We agree that in the event I/we reduce my/our claim amount in order to satisfy FMOS's monetary limit, I/we agree not to claim the remaining amount within FMOS after successfully obtaining the initial claim.
6. I/We agree that the personal data I/we have voluntarily provided in this form is for the purpose of processing my/our application and the dispute resolution process set out in Rules of FMOS. **The information and personal data provided will be handled by or revealed only to the personnel/authorised representatives/agents of FMOS or as may be required by any written law or by order of a court of law.** I/We understand that the information may be used for research, evaluation and educational purposes, provided that FMOS shall not use information in a manner which reveals, or is likely to reveal, directly or indirectly, my/our identity.

7. I/We agree that FMOS may request for my/our personal data and other relevant information and materials from the Member concerned, for the purpose of processing my/our application and the dispute resolution process set out in Rules of FMOS. For the avoidance of doubt, this constitutes my/our consent in respect of any disclosure of personal data and other relevant information and materials from the Member concerned.
8. The information and personal data provided will be handled by or revealed only to the personnel/authorised representatives/agents of FMOS or as may be required by any written law or by order of a court of law. I/We understand that the information may be used for research, evaluation and educational purposes, provided that FMOS shall not use information in a manner which reveals, or is likely to reveal, directly or indirectly, my/our identity.
9. I/we agree to update FMOS if there are any changes to our correspondence address.
10. I/we agree that I have read and understood the above terms, and agree to FMOS processing my/our application and the dispute resolution process set out in Rules of FMOS. I/we confirm that all information provided in this application form is true, complete and accurate.

Signature of:
Complainant / Account Holder Name: Date:
Complainant 2 / Account Holder 2 (where applicable) Name: Date:

Attended to by: _____
(if in person)

Date: ____ / ____ / ____

APPENDIX 1

Rule 11 - Dispute Resolution Process

Stage 1: Case Management

- 11.1 Once the case is registered, the matter will then be assigned to a Case Manager who will assess the case. If further information or documentation is required, the Case Manager will request for such information or documentation from the Complainant.
- 11.2 After having complete information from the Complainant, the Case Manager will write to the relevant Member involved to respond to the dispute.
- 11.3 The Case Manager's role includes but is not limited to:
- (a) management of the dispute assigned to the Case Manager;
 - (b) assessment of the eligibility of a dispute lodged with FMOS;
 - (c) investigation of issues raised in or relating to a dispute, as he deems fit;
 - (d) acting as the primary point of contact between the Parties and FMOS;
 - (e) to encourage and facilitate dialogue, provide guidance, assist the Parties in clarifying their interests and in understanding differences, and working towards a mutually acceptable settlement;
 - (f) to conduct conciliation, negotiation, or mediation session, as he deems fit; and
 - (g) to issue a Recommendation relating to a dispute, as the case may be.
- 11.4 The Parties shall comply with any request by FMOS under Rule 11 or take the necessary actions to facilitate the resolution of the dispute within any time frame stipulated by FMOS which may include requiring the Parties to:
- (a) provide FMOS with all relevant data, information and materials;
 - (b) provide FMOS with the Member's investigation report on the dispute (including the grounds of its decision and any other relevant document or information);
 - (c) attend interviews, meetings or hearings;
 - (d) submit statutory declarations from persons who have knowledge of or are connected to the dispute;
 - (e) complete its internal investigations into the dispute;
 - (f) appoint and solicit views of an independent expert pertaining to a matter on or relating to the dispute, if necessary;
 - (g) investigate further on specific issues identified by FMOS;

- (h) be present at a location approved by FMOS for conciliation, negotiation, mediation or adjudication; and
 - (i) any other requirement as deemed necessary by FMOS.
- 11.5 The Parties shall comply with FMOS' request under Rule 11.4(a) except where the Complainant or Member can demonstrate that:
 - (a) by providing the type of data, document and information as requested by FMOS, that party would breach a duty of confidentiality to a third party and, despite best endeavours, the third party's consent to the disclosure of the information has not been or cannot be obtained;
 - (b) by providing the type of data, document and information as requested by FMOS, that party would breach a court order or prejudice an investigation by the police or other law enforcement agencies;
 - (c) the type of data, document and information does not or no longer exists or is not within the Party's reasonable possession or control; or
 - (d) additional investigation is required since the information sought requires expert advice.
- 11.6 Where a Party without reasonable excuse fails to provide or procure information or to take any other step requested by FMOS within the timeframe specified, FMOS may take steps it considers reasonable in the circumstances. This may include:
 - (a) proceeding with the resolution of the dispute on the basis that an adverse inference may be drawn from that party's failure to comply with FMOS' request; or
 - (b) to terminate the Dispute Resolution Process if the Complainant fails to comply with FMOS' request.
- 11.7 The Case Manager, within 30 days after receiving complete information including representations both oral and documentary on the matter, he will first assess the case, and may call both the Complainant and the Member for conciliation, negotiation or mediation.
- 11.8 If this process is successful, a settlement agreement is recorded with executed copies of the agreement forwarded to the respective Parties.
- 11.9 If no settlement is reached within the timeline stipulated in Rule 11.7, the Case Manager will issue a written Recommendation within 30 days from the date the Parties failed to reach an amicable settlement. The Recommendation must be in writing, setting out the names of the parties, the facts of the case, the issues therein and his opinion as to how the matter should be resolved and shall include a statement stating that any aggrieved Party has the right to refer the matter for adjudication.
- 11.10 If both Parties accept the Recommendation, the dispute is resolved based on the Recommendation and the Parties will enter into an agreement reflecting the terms of the settlement and an executed copy of the agreement will be forwarded to the Parties. The Complainant must undertake to provide the Member with a binding release of the

Member's liability in respect of matters resolved by the Recommendation and such release shall be effective from the date on which the Member fulfills all its obligations under the settlement agreement.

- 11.11 If the matter is not settled at the Case Management stage either Party or both can request within 30 days from the date of notice of Recommendation for the matter to be adjudicated.
- 11.12 If the Complainant does not respond to the Recommendation within 30 days from the date of notice of Recommendation, the dispute is deemed not to have referred to adjudication. If the Member does not respond to the Recommendation within 30 days from the date of notice of Recommendation, the Member is deemed to have accepted the Recommendation.
- 11.13 A dispute may be referred directly by the Case Manager for adjudication without a Recommendation being first made if the Case Manager considers that it would be in the best interest of the Parties to resolve the Dispute urgently, having regard to urgency, the likelihood of systemic risks, the type of products or services involved, the amount of loss that may be suffered and the technical complexity of the dispute provided the Ombudsman and the Complainant agree. FMOS must inform the Parties of this intended course of action and FMOS must not proceed with the adjudication without first giving the Parties a reasonable opportunity to make further submissions and provide additional information about the dispute, if any.
- 11.14 A Complainant after lodging his dispute with FMOS is at liberty at any time in the entire dispute resolution process to withdraw the dispute in writing and is free to pursue his rights through any other means. The Member cannot withdraw from the dispute resolution process.

Stage 2: Adjudication

- 11.15 Once an Ombudsman is assigned to the case which must be done within 7 days from the date of receipt of request for adjudication, the Case Manager will forward a Case File to the Ombudsman within 7 days of assignment. The Case File shall contain the following:
- (a) the Complainant's dispute and supporting documents;
 - (b) the Member's response and supporting documents;
 - (c) any documents secured by the Case Manager when the case was before him; and
 - (d) the Case Manager's Recommendation.
- 11.16 The Ombudsman will review the entire matter including the Case Manager's Recommendation and assess it in the light of all information provided, and, in the course of this, may require the Parties to supply further documents or make further submission including a request for the physical presence of the Parties to appear before him.
- 11.17 The Ombudsman may provide a preliminary assessment of the dispute before it is adjudicated. If the Parties resolve the dispute based on the preliminary assessment, the

Parties will enter into an agreement reflecting the terms of the settlement and an executed copy of the agreement will be forwarded to the Parties. The Complainant must undertake to provide the Member with a binding release of the Member's liability in respect of matters resolved and such release shall be effective from the date on which the Member fulfills all its obligations under the settlement agreement.

- 11.18 The Ombudsman will adjudicate the dispute by way of hearing or on a documents-only basis (including any written submissions, replies and clarifications, if any).
- 11.19 In delivering its decision, the Ombudsman may come to a contrary and/or different finding from the Case Manager who made the Recommendation or may concur with the Recommendation. After he has adjudicated on the matter, he must deliver his decision in writing setting out the ground for his decision within 14 days from receiving the Case File and/or any further documents requested provided always that this period may be extended due to complexity.
- 11.20 An Ombudsman shall exercise all powers, duties and responsibilities in accordance with the Constitution, FMOS Regulations and these Rules, including adjudicating and issuing an Adjudication Decision on a dispute.
- 11.21 The Adjudication Decision issued by the Ombudsman is final.
- 11.22 The Adjudication Decision granted by an Ombudsman may include as the Ombudsman considers just, fair and appropriate:
- (a) a monetary award against the Member for any loss suffered by the Complainant subject to the Monetary Limit;
 - (b) a monetary award of such amount exceeding the Monetary Limit provided that FMOS, the Complainant and the Member agree in writing to refer such dispute to FMOS, and that the Complainant and the Member agree to be bound by such monetary award that an Ombudsman may grant;
 - (c) a direction that requires a Member to take certain steps in relation to a dispute;
 - (d) a direction that requires the Member to reimburse the actual expenses incurred by the Complainant in relation to a dispute, up to a maximum of RM3,000.00 per dispute;
 - (e) a direction that requires the Member to pay, as the Ombudsman considers appropriate, for any inconveniences or distress suffered by the Complainant, up to a maximum of RM3,000.00 per dispute;
 - (f) a late payment charges of 4% per annum on the amount awarded pursuant to this Rule 11.22(a),(b),(d) and (e) if the Member fails to pay the sum awarded within 14 days from the date the Member is informed of the Complainant's acceptance of the Adjudication Decision; and
 - (g) such other relief as provided for in these Rules.
- 11.23 The Ombudsman shall not grant any punitive, exemplary, or aggravated damages.

- 11.24 The Complainant may choose to accept or reject the Adjudication Decision within 30 days from the date of notice of Adjudication Decision, failing which, the Complainant is deemed to have rejected the Adjudication Decision. If the Complainant rejects or is deemed to have rejected the Adjudication Decision, he is free to pursue his rights through any other means. If the Complainant accepts the Adjudication Decision:
- (a) the Member shall comply with the Adjudication Decision within 14 days from the date the Member is informed of the Complainant's acceptance of the Adjudication Decision. Failing which, FMOS may inform the Authority; and
 - (b) the Complainant must undertake to provide the Member with a binding release of the Member's liability in respect of matters resolved by the Adjudication Decision and such release shall be effective from the date on which the Member fulfils all its obligations under the Adjudication Decision.
- 11.25 The amount awarded under Rule 11.22(a), (b), (d), (e) and (f), if accepted by the Complainant, can be recovered or enforced against the Member in court as a debt.
- 11.26 An Adjudication Decision shall be stayed where the Authority has directed FMOS to stay the requirement for compliance of the Adjudication Decision pursuant to its powers under the Regulations.
- 11.27 FMOS may, where it deems necessary, clarify the terms of the Recommendation or the Adjudication Decision or correct any clerical, typographical or computational error or any other error of a similar nature in such decision.
- 11.28 An Ombudsman shall notify the Board in writing and immediately vacate his office if he:
- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (b) becomes of unsound mind;
 - (c) resigns his office; or
 - (d) conducts himself in a manner that is inconsistent with the express and/or implied terms of engagement or the Constitution
- 11.29 A failure by an Ombudsman to give effect to Rule 11.28 shall not affect the validity or enforceability of any decision made by such Ombudsman in relation to a dispute.
- 11.30 No Ombudsman shall be an employee of, nor hold any office of profit under a Member or a Board Member, nor shall he personally or by his firm act in a professional capacity for FMOS.
- 11.31 In addition to the procedures outlined in these Rules, FMOS reserves the discretion to establish or implement supplementary procedures it deems necessary for the efficient and fair resolution of a dispute, provided that such procedures will not be prejudicial to the rights of either the Complainant or Member.

Rule 22 - Immunity

- 22.1 No action, suit, prosecution or other proceedings shall lie or be brought, instituted, or maintained in any court against FMOS and its Board, directors, CEO, Ombudsmen, Case Managers, panel of external ombudsmen and external case managers, officers, employees, representatives, contractors, agents, and any other panel or committee established by FMOS, for or on account of, or in respect of, any act done, or statement made, omitted to be done or made by such persons specified above, in the performance of their functions, or in the exercise of any powers conferred, provided that such act, statement, performance of functions or exercise of power was done or made, in good faith.
- 22.2 Save for intentional wrongdoing, the Parties waive, to the fullest extent permitted under the applicable law, any claim against FMOS and its Board, directors, CEO, Ombudsmen, Case Managers, panel of external ombudsmen and external case managers, officers, employees, representatives, contractors, agents, and any other panel or committee established by FMOS based on any act or omission in connection with the Dispute Resolution Process.
- 22.3 The Complainant and the Member shall be required to acknowledge and agree that any claim or claims made in contravention of this Rule 22 constitutes a loss which cannot be reasonably or adequately compensated in damages. The Complainant and the contravention, FMOS or its Board, directors, CEO, Ombudsmen, Case Managers, panel of external ombudsmen and external case managers, officers, employees, representatives, contractors, agents, and any other panel or committee established by FMOS shall be entitled to the remedy of injunction in addition to any other remedy available at law or in equity. FMOS or its Board, directors, CEO, Ombudsmen, Case Managers, panel of external ombudsmen and external case managers, officers, employees, representatives, contractors, agents, and any other panel or committee established by FMOS, shall also be entitled to recovery of legal costs on a full indemnity basis from the Complainant or the Member or its representative or such other defaulting parties who have acted in breach of this Rule 22.

Rule 23 - Witness for a proceeding

The Parties shall not call FMOS and its Board, directors, CEO, Ombudsmen, Case Managers, panel of external ombudsmen and external case managers, officers, employees, representatives, contractors, agents, and any other panel or committee established by FMOS to provide testimony or as a witness or expert witness in any proceedings related to or arising from any dispute lodged with FMOS.