

BANKING/ISLAMIC BANKING DISPUTE INFORMATION TO COMPLAINANT

1. PROCEDURE ON LODGING A DISPUTE

Before you lodge a dispute with the Ombudsman for Financial Services (OFS), you must first refer your dispute to the Financial Service Provider (FSP) concerned, who is a Member of the Financial Ombudsman Scheme (FOS) with a view to finding an amicable settlement.

2. TIME LIMIT FOR LODGING A DISPUTE

- (1) You may refer your dispute to the OFS:
 - (a) within 6 months from the date of the final decision by the FSP concerned; or
 - (b) after 60 calendar days from the date of your dispute was first referred to the FSP concerned in respect of which no response has been received from that FSP.
- (2) For more information on the type of disputes that can be referred to the OFS, you can refer to the website at www.ofs.org.my.

3. ELIGIBILITY TO LODGE A DISPUTE

Eligible Complainant

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

- (1) a financial consumer who uses or has used any financial services or products provided by the FSP –
 - (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.*

Eligible Disputes

Disputes which are related to monetary losses that falls within the following limits:

- (1) Banking services or products or Islamic banking services or products – claims not exceeding RM250,000.00;
- (2) Unauthorised transactions through the use of a designated payment instruments or a Islamic designated payment instruments or payment channel such as internet banking, mobile banking, telephone banking or automated teller machine(ATM) – claims not exceeding RM25,000.00; and
- (3) Unauthorised use of a cheque as defined in section 73 of the Bills of Exchange Act 1949 (Act 204) – claims not exceeding RM25,000.00.

4. DISPUTES OUTSIDE THE SCOPE OF THE FINANCIAL OMBUDSMAN SCHEME

- (1) A dispute that is beyond the monetary limit specified in the Schedule 2 of the Term of Reference (TOR) of the OFS, save where mutually agreed in writing by the OFS, the Eligible Complainant and the FSP in accordance with the TOR;
- (2) A dispute on general pricing, product features, credit or underwriting decisions, or applications to restructure or reschedule a loan or financing which are commercial decisions within the discretion of the FSP;

- (3) A dispute concerning the actuarial standards, tables and principles which the FSP applies to its long term insurance or takaful business (including the method of calculation of surrender values, paid up policy values 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 relating to a contract of employment between the FSP and its officers and employees or agency matters concerning the FSP;
- (5) A dispute that has been filed in a court or referred to arbitration or has been decided by a court or arbitrator;
- (6) A dispute that is referred to the FOS after more than six months from the date the FSP has provided its final decision;
- (7) A dispute that is time-barred under the Limitation Act 1953 or Limitation Ordinance (Sabah) (Cap. 72) or Limitation Ordinance (Sarawak) (Cap. 49);
- (8) A dispute that had been previously decided by the OFS (including a dispute decided under the Predecessor Scheme) unless new evidence, which are material facts that could change the earlier decision, is available for the OFS' consideration;
- (9) A dispute on investment performance of a financial product except in relation to non-disclosure of facts or misrepresentation;
- (10) A dispute on capital market services and products offered or marketed by Member;
- (11) A dispute that involves more than one Eligible Complainant and has been referred to the FOS without the consent of the other Eligible Complainant, and the OFS is of the view that it would be inappropriate to deal with the dispute without that consent;
- (12) A dispute involving claims arising from a third party bodily injury or death; and
- (13) A dispute relating to the payment of policy moneys 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.

5. DISPUTES THAT MAY BE EXCLUDED BY THE OFS

- (1) A dispute that is frivolous, vexatious or lacking in substance; or
- (2) A dispute that relates to or has an element of fraud and is therefore more appropriate to be handled by other relevant law enforcement agencies.

6. SUBMISSION OF DOCUMENTS

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

By Post :

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

By Walk-In:

Monday to Friday 08.30 – 13.00
14.00 – 17.30
(Closed on Saturday, Sunday and Public Holidays)

By Fax : 03-2272 1577

By Email : enquiry@ofs.org.my

**BORANG PERTIKAIAN PERBANKAN/PERBANKAN ISLAM
BANKING/ISLAMIC BANKING DISPUTE FORM**

Perhatian/Notice:

- *Borang ini perlu diisi dengan penuh. Jika perlu bantuan, hubungi kami (03-22722811).
This form must be fully completed. If you need assistance, please contact us (03-22722811).*
- Sila tandakan (✓) di mana berkenaan / *Please tick (✓) where applicable.*

1. MAKLUMAT PEMEGANG AKAUN / ACCOUNT HOLDER'S DETAILS	
<input type="checkbox"/> Individu / <i>Individual</i> <input type="checkbox"/> Untuk Entiti Perniagaan Kecil / <i>For Small Business Entity:</i>	
<div style="margin-left: 150px;"> <input type="checkbox"/> Keempunyaan Tunggal / <i>Sole Proprietorship</i> <input type="checkbox"/> Perkongsian / <i>Partnership</i> <input type="checkbox"/> Syarikat / <i>Company</i> </div>	
Nama Individu/Entiti Perniagaan Kecil / <i>Name of Individual/Small Business Entity:</i>	
No. K.P./No. Passport/ No. Pendaftaran Perniagaan atau Syarikat / <i>NRIC No./Passport no./Business or Company Registration No.:</i>	Tarikh Lahir/Tarikh Pendaftaran Perniagaan atau Syarikat / <i>Date of Birth/Business or Company Registration Date:</i>
Pekerjaan/Profesion / <i>Occupation/Profession:</i>	Alamat Surat Menyurat (sertakan poskod) / <i>Correspondence Address (include postcode):</i>
Jantina/ <i>Gender:</i>	
No. Telefon / <i>Telephone No.:</i>	
Rumah / <i>House:</i> Bimbit / <i>Mobile:</i> Pejabat / <i>Office:</i>	
No. Faks / <i>Fax No.:</i>	
E-Mel / <i>E-Mail :</i>	
Hubungan dengan Penyedia Perkhidmatan Kewangan (PPK) / <i>Relationship with Financial Service Provider (FSP):</i>	
a) <input type="checkbox"/> Pengguna Perkhidmatan Kewangan untuk kegunaan persendirian atau domestik atau isi rumah atau berkaitan dengan perniagaan kecil / <i>Financial Consumer for personal, domestic or household purposes; or in connection with a small business;</i> <i>atau/or</i>	

b) Pihak ketiga yang merupakan / *Third Party who is:*

Penjamin untuk kemudahan kredit yang diberi oleh PPK / *Third Parties who are guarantors for credit facilities granted by FSPs; atau/or*

Penama atau benefisiari kepada pelanggan PPK / *Third Parties who are nominees or beneficiaries to FSPs' customers*

2. MAKLUMAT PIHAK KETIGA/WAKIL PERNIAGAAN KECIL / THIRD PARTY/SMALL BUSINESS REPRESENTATIVE'S DETAILS

Nama / <i>Name:</i>	No. K.P. /No. Pasport / <i>NRIC No. /Passport No.:</i>
	Tarikh Lahir / <i>Date of Birth:</i>
	Jantina / <i>Gender:</i>
	Pekerjaan/Profesion / <i>Occupation/Profession:</i>
Nama Jawatan (jika bagi pihak Entiti Perniagaan) / <i>Job Title (if on behalf of Business Entity):</i>	
No. Telefon / <i>Telephone No.:</i>	Alamat Surat Menyurat (sertakan poskod) / <i>Correspondence Address (include postcode):</i>
Rumah / <i>House:</i>	
Bimbit / <i>Mobile:</i>	
Pejabat / <i>Office:</i>	No. Faks / <i>Fax No.:</i>

E-Mel / *E-Mail:*

3. MAKLUMAT PENYEDIA PERKHIDMATAN KEWANGAN / FINANCIAL SERVICE PROVIDER'S DETAILS

Nama PPK / <i>Name of FSP:</i>	
Cawangan Terlibat / <i>Branch Concerned:</i>	No. Akaun / <i>Account No.:</i>

4. JENIS AKAUN / TYPE OF ACCOUNT

<input type="checkbox"/> Akaun Perseorangan / <i>Individual Account</i>	<input type="checkbox"/> Akaun Perniagaan / <i>Business Account</i>
<input type="checkbox"/> Akaun Semasa / <i>Current Account</i>	<input type="checkbox"/> Akaun Simpanan/Akaun Simpanan-I / <i>Savings Account/Savings Account-i</i>
<input type="checkbox"/> Pajak Gadai Ar-Rahnu / <i>Islamic Pawn Broking</i>	<input type="checkbox"/> Kad Kredit/Kad Debit / <i>Credit/Debit Card</i>
<input type="checkbox"/> Pembiayaan (Perumahan/Peribadi) / <i>Financing (Housing/Personal)</i>	<input type="checkbox"/> Sewa Beli / <i>Hire Purchase</i>

- | | |
|---|--|
| <input type="checkbox"/> Akaun Simpanan Tetap/Akaun Deposit Bertempoh-i / <i>Fixed Deposit Account / Term Deposit Account-i</i> | <input type="checkbox"/> Insurans Berkaitan Pelaburan/Takaful Berkaitan Pelaburan/ Bankasurans/Bancatakaful / <i>Investment-linked Insurance/Investment-linked Takaful/Bancassurance/ Bancatakaful</i> |
| <input type="checkbox"/> E-Pembayaran / <i>E-Money</i> | |
| <input type="checkbox"/> Lain-lain (sila nyatakan)/ <i>Others (please specify)</i> | |

5. JENIS PERTIKAIAN / TYPE OF DISPUTE

- | | |
|---|--|
| <input type="checkbox"/> Pinjaman Peribadi/Perumahan & Pinjaman Sewa Beli / <i>Housing/Personal & Hire Purchase Loans</i> | <input type="checkbox"/> Operasi Perbankan (termasuk pertikaian berhubung akaun simpanan/semasa/ simpanan tetap, pengiriman wang, transaksi dilakukan melalui kaunter bank, bankasurans dan insurans berkaitan pelaburan) / <i>Banking Operations (including dispute on savings/current account/fixed deposit, remittances, transactions performed through bank's teller/counter, bancassurance and investment-linked insurance)</i> |
| <input type="checkbox"/> Perbankan Islam / <i>Islamic Banking</i> | <input type="checkbox"/> Ketakdedahan fakta/salah nyata / <i>Non-disclosure of facts/Misrepresentation</i> |
| <input type="checkbox"/> Pajak Gadai Ar-Rahnu / <i>Islamic Pawn Broking</i> | <input type="checkbox"/> Pengeluaran Mesin Juruwang Automatik / <i>Automatic Teller Machine (ATM) withdrawals:</i> |
| <input type="checkbox"/> Mesin Pendeposit Tunai / <i>Cash Deposit Machine (CDM)</i> | <input type="checkbox"/> Tiada pengeluaran / <i>Non-dispensation</i> |
| <input type="checkbox"/> Lain-lain pertikaian berkaitan kad Kredit/Debit / <i>Other issues relating to Credit/Debit Card</i> | <input type="checkbox"/> Kurang pembayaran / <i>Short-dispensation</i> |
| <input type="checkbox"/> Lain-lain pertikaian berkaitan E-Pembayaran / <i>Other issues relating to E-Money</i> | |
| <input type="checkbox"/> Lain-lain pertikaian berhubung perbankan Internet / <i>Other issues relating to Internet Banking</i> | |
| <input type="checkbox"/> Transaksi tanpa kebenaran yang melibatkan instrument pembayaran/instrument pembayaran Islam dan saluran pembayaran seperti perbankan internet, perbankan mudah alih, perbankan telefon atau mesin juruwang automatik dan mana-mana penggunaan cek seperti yang ditakrifkan di bawah Seksyen 73 Akta Bil Pertukaran 1949 – tidak melebihi RM25,000.00 / Unauthorised transaction through the use of a designated payment instrument/Islamic designated payment instrument or payment channel such as internet banking, mobile banking, telephone banking or automated teller machine and unauthorised use of a cheque as defined in Section 73 of the Bills of Exchange Act 1949 not exceeding RM25,000.00: | |
| <input type="checkbox"/> Kad Kredit/Debit / <i>Credit/Debit card</i> | <input type="checkbox"/> E-Pembayaran / <i>E-Money</i> |
| <input type="checkbox"/> Perbankan Internet / <i>Internet Banking</i> | <input type="checkbox"/> Mesin Juruwang Automatik / <i>Automated Teller Machine</i> |
| <input type="checkbox"/> Perbankan Mudah Alih / <i>Mobile Banking</i> | <input type="checkbox"/> Perbankan Telefon / <i>Telephone Banking</i> |
| <input type="checkbox"/> Cek / <i>Cheque</i> | |
| <input type="checkbox"/> Lain-lain (sila nyatakan)/ <i>Others (please specify):</i> | |

6. PENERANGAN MENGENAI PERTIKAIAN / DESCRIPTION OF DISPUTE

Sila beri penerangan jelas mengenai pertikaian anda. Jika anda memerlukan lebih ruang, sila lampirkan keterangan pertikaian di dalam kertas berasingan. Anda boleh lampirkan dokumen tambahan berkaitan dengan pertikaian anda bersama-sama Borang ini. / *Please provide a clear explanation on your dispute. If more space is required, please attach the description of the dispute on a separate sheet of paper. You may attach additional documents relevant to your dispute together with this Form.*

Pertikaian saya/kami adalah seperti berikut / *My/Our dispute is as follows:*

Jumlah Pertikaian / *Amount Disputed:*

RM _____

Matawang lain / *Other Currency:*

*(Nota: Jika jumlah dituntut adalah dalam matawang lain, OFS akan tukar jumlah dituntut dalam Ringgit Malaysia. Kadar tukaran berdasarkan kadar akhir yang dipaparkan di laman web Bank Negara Malaysia ketika tarikh kejadian). / *(Note if claim amount is quoted in a foreign currency, OFS will convert the amount claimed in Malaysian Ringgit based on the conversion rate published on Central Bank of Malaysia's website as at the date of loss).*

7. TINDAKAN YANG DIAMBIL BERKENAAN DENGAN PERTIKAIAN ITU / ACTIONS TAKEN IN RESPECT OF THE DISPUTE

Sudahkah anda menerima surat/e-mel keputusan muktamad PPK? Jika ya, sila tandakan (✓) dan nyatakan tarikh surat/e-mel keputusan muktamad. Jika tiada, nyatakan tarikh tuntutan bertulis dibuat kepada PPK tersebut. / *Have you received the FSP's final decision letter/email? If yes, please tick (✓) and state the date of the final decision letter/email. If no, please state the date the claim was made in writing to the FSP.*

- Ya / Yes Tarikh keputusan muktamad / *Date of final decision*: _____
- Tidak / No Tarikh tuntutan kepada PPK / *Date of claim to the FSP*: _____

Adakah pertikaian anda telah difailkan di mahkamah atau dirujuk kepada penimbangtara? Jika ya, sila tandakan (✓) dan nyatakan tarikh tindakan difailkan. / *Have your dispute been filed in court or referred to arbitration? If yes, please tick (✓) and state the date the dispute was filed.*

- Ya / Yes Tarikh / *Date* : _____
- No Rujukan / *Reference No* : _____
- Tidak / No

8. SALINAN DOKUMEN DILAMPIRKAN / COPIES OF DOCUMENTS ATTACHED

- | | |
|--|--|
| <input type="checkbox"/> Laporan polis / <i>Police report</i> | <input type="checkbox"/> Kad Pengenalan/Pasport / <i>NRIC/Passport</i> |
| <input type="checkbox"/> Surat Keputusan PPK (wajib) / <i>Decision Letter of the FSP (compulsory)</i> | <input type="checkbox"/> Pendedahan Yang Dibenarkan Di bawah Akta Perkhidmatan Kewangan 2013/Akta Perkhidmatan Kewangan Islam 2013/Akta Institusi Kewangan Pembangunan 2002 (wajib) / <i>Permitted Disclosure Under Financial Services Act 2013/Islamic Financial Services Act 2013/Development Financial Institutions Act 2002 (compulsory)</i> |
| Atau / <i>or</i> | <input type="checkbox"/> Resit Transaksi (untuk kad kredit/debit, ATM, CDM) / <i>Transaction Receipt (for credit/debit card, ATM, CDM)</i> |
| Surat/e-mel tuntutan kepada PPK (sekiranya PPK tidak mengeluarkan keputusan muktamad selepas tempoh 60 hari dari tarikh tuntutan /pertikaian pertama kali dikemukakan) / <i>Claim/Dispute Letter to the FSP (If the FSP has not issued a final decision after 60 calendar days from the date the claim /dispute was first referred) (Compulsory)</i> | <input type="checkbox"/> Sijil Penubuhan, Surat Kuasa (untuk Syarikat & Perkongsian) & Resolusi Lembaga (untuk Syarikat) / <i>Certificate of Incorporation, Letter of Authority (for Company & Partnership) Board Resolution (For Company)</i> |
| <input type="checkbox"/> Perjanjian Pinjaman/Surat Tawaran Pinjaman Perjanjian Pinjaman Sewa Beli/ Penyata Akaun Pinjaman / <i>Loan Agreement/Letter of Offer/Hire Purchase Agreement/Loan Statements</i> | |

- | | |
|--|---|
| <input type="checkbox"/> Buku Akaun Simpanan, Penyata Akaun Semasa, Penyata Kad Kredit atau Debit/ Resit Simpanan Tetap/Polisi Bankasurans atau Sijil Bancatakaful / <i>Savings Account Book/Current Account Statement/Credit or Debit Card Statement/Loan Statements/Fixed Deposit Receipt/Bancassurance Policy or Bancatakaful Certificate</i> | <input type="checkbox"/> Pengesahan bertulis status Perniagaan Kecil / <i>Written confirmation Small Business status</i> |
| <input type="checkbox"/> Penyata pelaburan / <i>Statements of Investments</i> | <input type="checkbox"/> Pelan Insurans atau Takaful Berkaitan Pelaburan / <i>Investment-linked Insurance or Takaful plan</i> |
| | <input type="checkbox"/> Lain-lain (sila nyatakan) / <i>Others (please specify):</i> |

9. AKUAN DAN AKU-JANJI / *DECLARATION AND UNDERTAKING*

- a. Saya/Kami, dengan ini mengaku bahawa, sepanjang pengetahuan saya/kami pertikaian saya/kami bukan perkara yang tertakluk kepada prosiding mahkamah atau penimbangtara; / *I/We, hereby declare that, to the best of my/our knowledge my/our complaint is not the subject of court or arbitration proceedings;*
- b. Saya/Kami berjanji untuk memaklumkan kepada OFS, sekiranya, selepas permohonan ini dibuat, saya/kami telah membuat tuntutan dengan badan-badan lain, dan/atau memulakan prosiding undang-undang, terhadap Anggota yang berkenaan dan/atau ejennya. / *I/We undertake to inform the OFS, if, after this application has been made, I/we have lodged a claim with other bodies, and/or commenced legal proceedings, against the FSP concerned and/or their agents.*

10. AKUAN DAN AKU-JANJI BAGI TUJUAN AKTA PERLINDUNGAN PERIBADI 2010 / *DECLARATION AND UNDERTAKING FOR PURPOSES OF THE PDPA 2010*

- a. Saya/Kami bersetuju bahawa data peribadi saya/kami yang telah diberi secara sukarela dalam borang ini adalah untuk tujuan pemprosesan pertikaian saya/kami seperti dinyatakan dalam Terma-Terma Rujukan (TTR) OFS. Maklumat dan data peribadi yang disediakan akan diuruskan oleh atau didedahkan hanya kepada kakitangan OFS atau sebagai mungkin diperlukan oleh mana-mana undang-undang bertulis atau dengan perintah mahkamah. Saya/Kami faham bahawa maklumat yang boleh digunakan untuk tujuan penyelidikan, penilaian dan pendidikan dengan syarat OFS tidak akan menggunakan maklumat dalam cara yang mendedahkan atau mungkin mendedahkan, secara langsung atau tidak langsung, pengenalan saya/kami. / *I/We agree that the personal data I/we have voluntarily provided in this form is for the purpose of processing my/our dispute as set out in the OFS' Terms of Reference (TOR). The information and personal data provided will be handled by or revealed only to the personnel of the OFS 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 the OFS shall not use any information in a manner which reveals, or is likely to reveal, directly or indirectly, my/our identity.*
- b. Saya/Kami bersetuju bahawa OFS boleh meminta data peribadi saya/kami dan maklumat berkaitan yang lain dan bahan-bahan dari PPK yang berkenaan, bagi tujuan pemprosesan pertikaian saya/kami seperti yang dinyatakan dalam TTR OFS. Bagi mengelakkan keraguan, ini membentuk persetujuan saya/kami berhubung dengan mana-mana pendedahan data peribadi dan maklumat berkaitan yang lain dan bahan-bahan daripada PPK berkenaan. / *I/We agree that the OFS may request for my/our personal data and other relevant information and*

materials from the FSP concerned, for the purpose of processing my/our dispute as set out in the OFS' TOR. 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 FSP concerned.

- c. Saya/Kami sedar bahawa saya/kami mempunyai hak untuk meminta akses dan membuat pembetulan kepada data peribadi yang saya/kami kemukakan dalam borang ini. Permintaan rasmi hendaklah dikemukakan secara bertulis kepada OFS. / *I/We am/are aware that I/we have the right to request access to and make correction of my/our personal data submitted in this form. Formal requests should be submitted in writing to the OFS.*
- d. Saya/Kami bersetuju bahawa saya/kami telah membaca dan memahami syarat-syarat di atas, dan bersetuju untuk pemprosesan pertikaian saya/kami mengikut proses penyelesaian pertikaian yang dinyatakan dalam TTR OFS. Saya/Kami mengesahkan bahawa semua maklumat yang diberikan dalam borang pertikaian ini adalah benar, lengkap dan tepat. / *I/We agree that I/we have read and understood the above terms, and consent to the OFS processing my/our dispute according to the dispute resolution process set out in the OFS' TOR. I/We confirm that all information provided in this dispute form is true, complete and accurate.*

11. TANDATANGAN / SIGNATURE

Pemegang Akaun / *Account Holder*

Tarikh / *Date*

Pihak Ketiga/Wakil Peniagaan Kecil
Third Party/Small Business Representative

Tarikh / *Date*

12. UNTUK PENGADU YANG HADIR DI PEJABAT OFS / FOR WALK-IN COMPLAINANT AT OFS' OFFICE

Diuruskan Oleh / *Attended to by:*

(Nama kakitangan OFS / *Name of the OFS staff*)

Tarikh / *Date*