

ALTERNATIVE DISPUTE RESOLUTION

AFI CONSUMER EMPOWERMENT AND MARKET CONDUCT
WORKING GROUP: HELP AND REDRESS SUBGROUP

Survey Report
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ABOUT THIS SURVEY REPORT

Alternative Dispute Resolution (ADR) generally refers to processes or systems that help people to resolve disputes relating to a product or service without having to go to court. ADR methods may include arbitration, mediation, and conciliation. In most cases, ADR is a relatively quicker and cheaper way of resolving complaints. The existence of an ADR system can also increase consumer confidence, as people can readily seek redress if they are facing issues with a particular product or service.

This paper provides an overview of ADR systems for resolving disputes between financial services firms and their customers in AFI member jurisdictions. Detailed case studies for three AFI member countries, namely Armenia, Colombia, and Malaysia, are set out in the Annex to this paper.

The term ‘ADR system’ refers to the founding legislation or framework for ADR, the institution responsible for implementing the system, and the institution(s) delivering ADR (the ‘ADR provider’).

CEMC SURVEY

The CEMC surveyed ADR mechanisms for financial services in 14 AFI member jurisdictions¹.

Almost all of the countries surveyed had a form of ADR provided for under a specific legislation. The exceptions were Bangladesh, where the legislative basis for ADR is implied through a number of separate Acts, and Tanzania, where the ADR mechanism is still under development.

Fewer countries, however, had specific ADR systems for financial services-related disputes. For example, in the Philippines, the ADR systems cover a wide range of disputes including commercial and construction. However, some jurisdictions had a dedicated financial services ombudsman.

ADR services covered a range of activities, from providing information to consumers, to the different ADR approaches such as mediation, arbitration, and conciliation. In most countries, regulators mandated complaint-handling procedures for financial service providers, and these were sometimes used to inform policymaking.

Most of the jurisdictions surveyed had standards in place for help and redress, the exceptions being Bangladesh, Mozambique and Tanzania. These standards typically included procedures, timelines both for bringing cases and handling them, and data management systems.

TABLE 1: ADR SERVICES

	INFORMATION	COMPLAINTS HANDLING	MEDIATION/ CONCILIATION	ARBITRATION
ARMENIA	✓	✓	-	✓
BANGLADESH	-	✓	-	-
CHINA	✓	✓	✓	✓
COLOMBIA ²	✓	✓	✓	✓
EL SALVADOR	-	✓	-	-
MALAYSIA	✓	✓	✓	✓
MOZAMBIQUE	✓	✓	-	✓
PALESTINE	✓	✓	-	-
PERU	-	-	✓	✓
PHILIPPINES	✓	✓	✓	✓
TANZANIA	-	✓	✓	✓

TABLE 2: ADR IMPLEMENTATION

	INSTITUTION IMPLEMENTING THE ADR SYSTEM	CAN THE PRIVATE SECTOR BE AUTHORIZED AS AN ADR PROVIDER?	IS THERE A FINANCIAL SERVICES OMBUDSMAN (OR EQUIVALENT DEDICATED BODY)?
ARMENIA	Office of the Financial System Mediator	-	✓
BANGLADESH		-	✓
CHINA	Central Bank	✗	✗
COLOMBIA	Financial Regulator	-	✓
EL SALVADOR	Consumer Agency	✗	✗
MALAYSIA	Bank Negara Malaysia	-	✓
MOZAMBIQUE		-	✗
PALESTINE	Palestine Monetary Authority	✓	✓
PERU	INDECOPI (National Institute for the Defense of Competition and Intellectual Property)	✓	✓
PHILIPPINES	Bangko Sentral ng Pilipinas	✓	✗

1 Including Armenia, Bangladesh, China, Colombia, El Salvador, Malaysia, Mozambique, Palestine, Peru, Philippines, and Tanzania

2 Applies to the two institutions which responded to the survey.

ADR ACCESS AND PROCESS

Access to ADR was generally confined to private individuals, although some cases also found international parties within scope. Consumers were customarily expected to have attempted to resolve the complaint through their financial service provider's complaint-handling mechanism before considering ADR. Some countries also specified that ADR could not be considered if a claim was already presented to the courts. Most countries reported limitations on the size of claim that could be considered through the ADR mechanism, with the exception of China and Palestine.

The services of the ADR were usually free of charge to consumers, although in some countries, such as Colombia and the Philippines, consumers incurred administrative and other charges like mediator fees. Where fees were charged for ADR services, these were generally much lower than the costs of court action. In most cases, the cost of offering free services were recovered through mandatory levy contributions by financial service providers.

PROMOTING ADR AWARENESS

Countries reported a wide variety of approaches and methods used to raise awareness of ADR, including websites, social media, brochures and media advertising. Some countries required financial service providers to disclose details of ADR on their websites, and in promotional and other materials.

Many respondents acknowledged the importance of financial education, with one citing low financial literacy as a factor contributing to disputes. Only Colombia mentioned specific initiatives aimed at increasing public knowledge of how the ADR system works.

REPORTING

In most cases, ADR providers reported on activity and casework to the central bank or another financial regulator. These reports were widely used in developing sound consumer protection policy, and in the supervision of financial institutions.

Only Armenia, Colombia and Malaysia published ADR activities widely, such as through a public annual report. financial education, with one citing low financial literacy as a factor contributing to disputes. Only Colombia mentioned specific initiatives aimed at increasing public knowledge of how the ADR system works.

FEATURES OF AN 'IDEAL' ADR SCHEME

Based on a comparison of various features identified from the case studies, and practices across jurisdictions, the following are some common features that should be considered in the design of an ADR scheme for financial services. The ADR scheme should be:

- > **Independent.** Ideally, the ADR provider is legally independent of financial services firms. If independence is not specified in statute, the governing Board of the ADR provider should be independent of the financial firms that make up its membership.
- > **Affordable for consumers,** preferably free to use so that lower income consumers are not deterred by the cost.
- > **Sustainably and adequately funded.** The ADR provider could be funded by Government, the central bank or financial regulator, or by the financial services industry. A levy contribution by the industry provides the right incentives on firms to handle complaints properly. Funding should be sufficient to resource the ADR provider with competent mediators and staff, to be able to resolve disputes in a timely and effective manner.
- > **Well signposted.** Consumers should be made aware that they can seek independent redress. Ideally, financial services firms should be obliged to publicize the details of the ADR scheme to all customers.
- > **Clear in scope and process.** The ADR provider should publicize its scope and services. This should include the types of disputes it handles, which consumers are eligible (this might include, for example, foreign consumers, small businesses, as well as individuals), any time limits for bringing a complaint, and any limits on the amount of compensation. The ADR provider should also make clear to consumers what to expect, including the process that will be followed and the estimated time required to resolve a complaint. It should also offer help and advice to consumers on how to make a complaint.
- > **Fair and impartial.** The ADR provider should be seen to examine both sides of a case fairly, taking account of relevant laws and precedents, so that its decisions are respected. Given the clear information asymmetries between financial services firms and consumers, decisions should rightfully be binding on firms.
- > **Accountable.** The ADR provider should publish an annual report on its activities and operations to promote public accountability for its decisions and actions.

In addition, the lessons from the ADR scheme should be taken into consideration in policy formulation and supervision, so that financial services markets can be continuously improved for consumers.

ANNEX

CASE STUDY 1 COUNTRY: ARMENIA

In Armenia, ADR schemes exist for different fields of activities. Based on the nature of the complaint, a complainant has the right to use any ADR scheme. However, in connection with financial products and services, the most popular ones are the Financial System Mediator (FSM) and the Financial Arbitration. These schemes cover all financial service providers, and provide consumers with access to out-of-court resolution to their complaints against firms. Consumers can also bring their complaints to the Central Bank of Armenia (CBA), although the CBA has no jurisdiction over disputes between individual consumers and financial service providers. They may also seek redress through the courts.

There is no conflict of interest between the judicial system and the ADR schemes concerning complaints. This is explained further in the descriptions of the ADR schemes below.

FINANCIAL ARBITRATION

The Financial Arbitration, established by the Union of Banks of Armenia, is an independent, full-fledged organization. It operates in accordance with the Law on Commercial Arbitration, Civil Procedure Code, and other laws and regulations. Individuals can use the Financial Arbitration, including private entrepreneurs, legal entities, and foreign citizens.

Complainants may only use the Financial Arbitration where an arbitration agreement is stipulated in the original contract for the purchase of the financial product or service. According to the Law on Financial Mediation, the Financial Arbitration cannot examine a case which is in the process of being dealt with by the FSM, or which has been the subject of a mandatory decision by the FSM.

According to the Law on Commercial Arbitration, the courts cannot accept a case if an arbitration agreement is in place, unless the agreement is invalid. Additionally, according to the Civil Procedure Code, a court cannot consider a case if the same matter is already being dealt with by another court.

Claimants pay an arbitration fee and case hearing costs. For property claims, the arbitration fee is 1.5% of the cost of the claim, subject to a minimum amount of 25,000 AMD³ and a maximum amount of 1,500,000 AMD⁴. For non-property claims, the fee is 50,000 AMD⁵. If an Arbitration Tribunal is formed as part of the case examination, the tribunal may charge additional fees. In most cases, the losing party will bear the costs incurred by the other party in bringing the claim.

The final decision of the Financial Arbitration is binding on both parties and cannot be appealed. It is subject to enforcement by a court.

OFFICE OF THE FINANCIAL SYSTEM MEDIATOR

The FSM is a statutory body established in 2009 under the Law on the Financial System Mediator. It was set up with a specific role of resolving complaints between consumers (private individuals) and financial services firms. Its services are free of charge for consumers. The costs are met through mandatory contributions from the industry. Consumers have the right to complain, even if this is not stipulated in a contract. Moreover, under the law, any arrangement that restricts the customer's right to appeal to the FSM is null and void.

When a consumer complains to the FSM, the FSM first checks whether the claim is being considered by the Financial Arbitration or the courts, or has already been subject to a ruling by any one of these. If either applies, the FSM will not examine the case. It will also terminate the examination if it discovers that the claim is being, or has been considered, by the Financial Arbitration or the courts.

Once it is satisfied that the claim is within its jurisdiction, the FSM helps the customer to file a written complaint against the firm. The firm has 10 days to respond. If it does not respond, or if the customer is not happy with the response, the customer can file a written complaint to a mediator from the FSM. The mediator sends the complaint to the firm, and asks for any additional information. The firm has 14 days to reply. At this point, the mediator commences the investigation. Further to looking at the facts, he may ask for oral hearings, invite the opinion of an independent expert, or look at the industry's best practices. The process usually takes around two to three months.

The decision is binding on the firm if the customer accepts it. In accepting a decision, the customer must sign a written agreement within 30 business days, or the decision does not become binding. This means the parties are free to go to court. The FSM may award compensation, up to a limit of 10 million AMD⁶. In 2014, the FSM decided two-thirds of cases in favor of the complainants.

PROMOTING PUBLIC AWARENESS OF ADR MECHANISMS

Under the Law on Financial Mediation, the CBA has made rules that require financial services providers to inform consumers about their rights to an independent ADR. Financial firms are required to include information about FSM in contracts, as well as place a bulletin in their place of business, and on their website. The explanatory bulletin explains when and how to apply for mediation through the FSM, in the event the consumer has a complaint that is not resolved to his or her satisfaction by the provider. It also covers Financial Arbitration. Firms should also provide the customer with a copy of the bulletin at the time they make a complaint. The CBA also promotes the FSM, for example, through its website.

³ Approximately 50 USD

⁴ Approximately 3,100 USD

⁵ Approximately 100 USD

⁶ Approximately 21,000 USD

In addition, the FSM publishes an annual report that includes information about claims rejected and upheld, and a list of financial organizations that failed to cooperate with its investigations. It also publishes a monthly consolidation of precedents, which does not name individual complainants.

CASE STUDY 2 COUNTRY: COLOMBIA

In Colombia, the following mechanisms are available to financial consumers seeking fair resolution of complaints:

A direct claim against the supervised entity that provides the product or service

In this mechanism, the claim passes through internal procedures outlined by the financial institutions.

A claim before the Financial Consumer Advocate (FCA)

By adopting this mechanism, a financial consumer may:

- > File a complaint to be resolved by the FCA. The decision of the FCA is not binding, unless the financial institution has established such characteristic for the said decision in its statutes.
- > Request that the FCA acts as spokesman for the financial consumer's interests against the board of directors, managers or directive council of the financial institution.
- > Request that the FCA acts as conciliator between the financial institution and the consumer. The resulting agreement is binding and enforceable.

The FCA is restricted to matters that do not exceed 100 Monthly Legal Salaries (approximately 25,000 USD).

Complaint before the Financial Superintendency of Colombia (SFC)

This could be:

- > A complaint channeled through the delegation in charge of supervising the financial institution and verifying its compliance with regulations. As a result, the SFC may initiate an administrative procedure against the financial entity.
- > A judiciary claim channeled through the Delegation for Jurisdictional Functions, who acts as a specialized judge, and whose decision is equivalent to a judge's ruling.

Agreement through a Conciliation Center

The financial consumer invokes the financial institution before a certified conciliator, who facilitates an enforceable agreement between the parties.

Complaint before the 'Autorregulador del Mercado de Valores'

For complaints related to the capital markets, financial consumers may refer to this self-regulatory body, which is empowered to act against misconduct of capital market intermediaries.

RELATIONSHIP BETWEEN THE FINANCIAL CONSUMER ADVOCATE (FCA) AND THE FINANCIAL SUPERINTENDENCY OF COLOMBIA (SFC)

The FCA leads the handling of complaints against financial institutions. He may act as a spokesman, a conciliator or an advocate. This figure has statutory independence par rapport to the financial institution. The FCA is an external party to the institution's set-up and must take over the office before the SFC, once it has verified the compliance of requirements and suitability standards, according to articles 17 and 18 of Law 1328 of 2009.

In addition, taking into account the existence of the judiciary powers of the SFC, it is worth noting that the area in charge of exercising these has absolute independence with other areas of the entity in charge of attending complaints at an administrative level.

In summary, a financial consumer may use any of the institutions described above, unless the complaint relates to personal data protection. In such case, the consumer must first present a direct claim against the financial institution, before using any other mechanism. The financial consumer may also sue the financial institutions before judiciary authorities, under the condition that the parties conduct a mandatory conciliation stage beforehand.

ALTERNATIVE DISPUTE RESOLUTION (ADR) MECHANISMS

The following are the ADR mechanisms that present an alternative to conventional justice. The FCA, as already described, is the main mechanism for resolving complaints against financial service providers outside of the courts.

Amicable Composition

Two or more people, such as the financial institution and the client, assign one or several third parties to act as their representative, who are also called friendly mediators. They are prestigious, experienced, and possess a high level of moral standing to decide how disputes should be resolved. The compositors have the power to define, with binding force for the parties, the extent of the obligations arising from a legal relationship susceptible to settlement agreements. The agreement reached through this mechanism has the same effect as a settlement contract. This contract is binding for the parties and its breach may be sued before a judge or a court.

Mediation

Two or more parties resolve their differences by themselves, under the intervention of an impartial third party who guides the negotiation.

Conciliation (in law or in equity)

Two or more people manage by themselves, autonomously and with fully legally binding effects, the solution to their complaints with the help of a neutral, qualified third-party called a conciliator.

Arbitration

The parties defer to arbitrators for the solution to a controversy not limited to a certain judiciary authority or procedure. An arbitration award has the same effects of a judicial ruling, that is, it is binding and enforceable. This award is not subject to an appeal but may be invalidated through a special judicial review.

The financial consumer may freely choose the dispute resolution mechanism according to the nature of the request. However, there are certain restrictions regarding their simultaneous use and certain escalation rules:

- > According to Letter h) of Article 14 of Law 1328 of 2009, complaints already resolved by the FCA may not be brought back before a Conciliator.
- > The FCA cannot deal with any matter already submitted to judiciary or arbitration proceedings, according to letter e) of Article 14 of Law 1328 of 2009.
- > A consumer cannot take a complaint to arbitration, to the SFC, or a judge unless a Conciliator has already considered it.
- > A consumer must present a complaint directly to a financial institution before making a judiciary claim at the SFC.
- > Any controversy may be settled by conciliation, amicable composition, or mediation at any stage of any other dispute resolution mechanism.

COSTS

In general, the use of ADR entails a cost to the citizen unless the service is rendered by a public entity or legal clinics in universities.

The use of the Financial Consumer Advocate is free for consumers given that its compensation is provided for in the budget of the financial institution, as legally established in Law 1328 of 2009. Access to jurisdictional authorities such as judges, courts and the SFC (when acting as the judiciary authority) is free, excluding the costs related to experts, photocopies and other specified services.

The consumer pays a fee for arbitration, conciliation and amicable composition. The cost of these services varies according to the amount in dispute. Conciliation, usually the least expensive of all, may cost from 100 USD in small claims (such as a 2,000 USD dispute) up to 2,000 USD in larger claims (such as a 35,000 USD dispute). There are no financial limits on the size of claims that may be brought, but the costs mean these ADR mechanisms are not generally used for smaller claims.

TIME LIMITS

Regarding the matters that are under the competence of the Financial Consumer Attorney, letter g, Article 14 of Law 1328 of 2009, establishes that these controversies may be brought before such mechanism provided not more than three years has passed since the occurrence of such.

Although there is no time limit to settle a dispute in conciliation, it has to be taken into account that being a prerequisite for initiating a judicial process, this ADR tends

to be used before the prescriptive deadline of the legal action. This deadline depends on the underlying matter.

In arbitration, the time frame in which the action may be brought through this mechanism also depends on the underlying matter. For example, in insurance complaints, there is an ordinary term of two years from the occurrence of the event and an extraordinary term of five years, applicable only if the plaintiff had no knowledge of the event on the date of occurrence.

There is no specified legal term in settling a controversy through amicable composition.

PROMOTING PUBLIC AWARENESS OF ADR MECHANISMS

All forms of ADR are continually promoted by financial service providers. Additionally, financial institutions are legally obliged to inform the public about the different channels through which they may express their complaints. These institutions must publish such information on their web sites and in the print media. The SFC also publishes these mechanisms through financial education events and its website.

In 2014, 89% of claims were directly submitted to the relevant financial institution. 6% were put to the FCA and 5% to the SFC. There is no information about whether these channels were used simultaneously. It is worth noting that consumers may pose a claim in the SFC if they are not satisfied with the final solution offered by the financial institution.

Statistics about conciliation are compiled by the Ministry of Justice, supplemented by the information submitted by Conciliation Centers, including the conciliations made by the FCA. This information is published through the website, www.conciliacion.gov.co. Currently, this ministry is developing a project called Conciliation, Arbitration and Amicable Composition Information System, intended to compile detailed information about the ADR.

CASE STUDY 3 COUNTRY: MALAYSIA

In Malaysia, the Financial Mediation Bureau (FMB) provides an alternative redress mechanism for consumers of financial service providers (FSPs) under the purview of the Bank Negara Malaysia (BNM). The FMB provides consumers seeking redress with a convenient and efficient alternative to the courts.

BNM plans to transform the FMB into a formal financial ombudsman scheme approved under the Financial Services Act 2013 (FSA) and Islamic Financial Services Act 2013 (IFSA). Under the FSA and IFSA, the Bank is empowered to require FSPs to become a member of a financial ombudsman scheme approved by BNM. The new ombudsman scheme will be governed by rules that require members to adhere to the terms of membership and comply with the awards granted by the scheme. In addition, BNM may prescribe the functions, duties,

and scope of the scheme including the appointment of directors to strengthen governance and oversight.

The Securities Industry Dispute Resolution Centre (SIDREC) is the avenue for the settlement of disputes between investors and capital market intermediaries who are SIDREC's members, such as stockbrokers and unit trust management companies.

The FMB works closely with the SIDREC to streamline issues of common interest in regard to the capital markets services and products - especially products sold by commercial banks - for efficient handling of disputes overlapping with the FMB's jurisdiction.

FINANCIAL MEDIATION BUREAU

The FMB was established in 2005, following a merger of the Banking Mediation Bureau and Insurance Mediation Bureau. It currently operates as a voluntary arrangement. The FMB handles disputes arising from the products and services provided by the FSPs, which comprise commercial banks, Islamic banks, investment banks, development financial institutions, insurance companies, takaful operators and card issuers, all of which are members of the FMB.

The Chairman of the FMB Board is independent of the financial services industry. Other Board members include five non-executive independent directors, one of whom is the President of a national consumer association. Four other non-executive non-independent directors represent the banking and insurance sectors. None of the Board members is involved in the day-to-day operation and decision-making of the FMB.

The FMB only considers claims below a certain value, as follows:

- > For conventional or Islamic banking products and services - all claims not exceeding 100,000 MYR⁷, except for fraud cases involving payment instruments and automated teller machine (ATM) withdrawals for which the limit is not more than 25,000 MYR
- > Life or family takaful⁸- claims not exceeding 100,000 MYR
- > Motor and fire insurance or takaful - claims not exceeding 200,000 MYR
- > Third-party property damage - claims not exceeding 5,000 MYR
- > Other general insurance or takaful - claims not exceeding 100,000 MYR

Under the financial ombudsman scheme, the limits will be increased to 250,000 MYR for all types of disputes, except for third-party property damage (not exceeding 10,000 MYR) and claims for unauthorized transactions involving payment instruments (not exceeding 25,000 MYR).

The services provided by the FMB are free of charge to individual consumers of FSPs. The FMB is funded entirely by an annual levy on FSPs. Based on the funding mechanism of the FMB, each member institution pays a flat rate levy, regardless of the size of the FSP and the number of complaints received against it. However, this funding

mechanism is expected to be revamped once the financial ombudsman scheme is implemented.

In the case of a complaint, financial consumers must first seek redress directly from their FSP. All FSPs under the supervision of BNM are required to establish a dedicated complaint unit. Each FSP must have in place fair and effective policies and procedures for complaint resolution to ensure that each complaint is addressed in an equitable, objective and timely manner.

If they are not satisfied with the final decision of their FSP, a consumer may file a complaint with the FMB. This should be done within six months from the date of the FSP's final decision, either through letter or email. A consumer must submit the required documentation to the FMB including correspondences between the complainant and the FSP, the final decision from the FSP, and other relevant evidence.

Upon receiving a complaint from a consumer, the FMB will send a query letter to the FSP concerned and provide 14 days for the FSP to reply. The FMB will review the information provided and facilitate discussions between the FSP and the complainant, with the aim of reaching an amicable settlement. If the parties cannot agree, the FMB will, after a thorough investigation, issue a decision. The FMB is committed to resolve all disputes within 3 to 6 months provided the required documentation for the disputes is complete.

The FMB's decision is binding on the FSP. As this decision is made without prejudice to the complainant's legal right of action, the complainant is free to seek alternative channels or avenues to resolve the dispute, including court action. However, the proceedings of the FMB are confidential and cannot be used by the complainant for any other actions.

The FMB can only order FSPs to compensate the complainants, but has no power to impose monetary penalty on the FSPs.

In 2014, the FMB received a total of 13,190 enquiries and complaints (2013: 15,142), of which only 1,691 cases fell within its jurisdiction and were registered as new disputes (2013: 1,881 cases).

In the same year, the FMB handled a total of 2,721 cases, of which 1,030 cases were brought forward from 2013 to add to the 1,691 new cases registered in 2014. As at end-2014, a total of 2,106 cases were resolved (2013: 2,592 cases) - 1,362 cases related to insurance and takaful (64.7%) and the remaining 744 cases related to banking (35.3%).

⁷ A little over 25,000 USD

⁸ Takaful is an insurance concept based on the Islamic principle of Shariah whereby a group of participants mutually agree among themselves to guarantee each other against a defined loss or damage that may inflict upon any of them by contributing as 'tabarru' or donation in the takaful funds.

PROMOTING PUBLIC AWARENESS OF ADR MECHANISMS

FSPs are required to inform their customers that they can refer a complaint to the FMB. They must do this when a dispute or claim is repudiated by the FSP or when a customer is dissatisfied with the FSP's decision. This is a mandatory requirement under the Guideline on Complaints Handling issued by BNM.

The FMB also works in partnership with governmental and non-governmental agencies to educate and increase consumer awareness of the FMB's role, functions and scope as an ADR channel. The FMB also publishes an annual report, which is publicly available on its website.

BNM has also established its general customer service center, Bank Negara Malaysia Laman Informasi Nasihat dan Khidmat (BNMLINK), to facilitate a rapid and effective response for members of the public in matters related to the financial sector. It provides advisory and information services to walk-in customers at its head office in Kuala Lumpur and five branches nationwide. BNMTELELINK complements the walk-in counter services of BNMLINK for the public and can be contacted directly through telephone, fax, letter, or email. Consumers can contact BNMLINK and BNMTELELINK for information, enquiries, or advice on redress options in matters related to the financial sector.

Alliance for Financial Inclusion

AFI, Sasana Kijang, 2, Jalan Dato' Onn, 50480 Kuala Lumpur, Malaysia

t +60 3 2776 9000 e info@afi-global.org www.afi-global.org

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