



KUALA LUMPUR: Consumers in Malaysia are not complaining enough, it seems.

From a daily average of 50 calls received by the National Consumer Complaints Centre (NCCC), more than half are not followed through by consumers themselves. The centre recorded 34,381 actionable complaints from consumers last year, but the figure could have been higher by at least 20 per cent. Because of consumers' nonaction, coupled with lax transparency by companies, NCCC's overall statistics are affected, said its dispute resolution and policy review senior manager M. Matheevani (pic).

"Some called seeking advice but they don't take the next step as they feel their complaints are unimportant or they aren't aware of their rights," she told The Malay Mail at the 5th Complaintfest 2011 yesterday. "But complaints received by the centre are recorded, presented to the companies and used in our statistical reports."

Matheevani said except for urgent cases, complaints are treated with the same level of priority. The centre also tries to help the poor and the disadvantaged, such as those who are illiterate. She said if the complaints received are less than 200 for a particular industry, the centre does not single out the industry in their report but instead lists them under Quality of Products and Services. Six out of seven industries with the highest number of complaints, in ascending order, were Housing, Public Transport, Automobile, Financial Institutions, Hire Purchase and Quality of Products and Services industries, with more than 2,000 complaints each. However, 3,102 out of the 34,381 complaints received last year were against the Communications and Multi-media industry. These include telecommunication companies, broadband Internet service providers and subscription based television.

Matheevani said this was due to rising complexity and packages offered by these companies, sometimes without infrastructure or systems in place to back them up.

"The Communications and Multi-media Act is also too lenient," she said, but that overall, Malaysia has among the best consumer protection laws in Asia.

When asked how the centre can do more for consumers, Matheevani said the centre is currently under-funded and under-staffed.

"NCCC is about improving industry practices and law reforms by dealing with individual cases.

Despite our shortcomings, we are still able to resolve a substantial amount of complaints, with a majority of them in favour of consumers.

"However, the centre needs more support and feedback from industries, the government and the public. Currently, our sole source of funds comes from Fomca," she said.

From a financial angle, after examining over 138,000 consumer complaints covering 24 sectors since 2006, the centre estimates the collective losses last year amounted to RM244,301,900.

Do you know your basic rights?

UNDER trying times, a little knowledge of your consumer rights can save you a lot of money.

National Consumer Complaints Centre (NCCC) dispute resolution and policy review senior manager M. Matheevani said consumers are often unaware of the basic rights provided to them under Malaysian laws, such as:

? If you have paid one third of your vehicle loan, they'll need to obtain a court order to repossess it

"The Hire Purchase (Amendment) Act 2010 effective on June 15, 2010, as a result of NCCC complaints, states that in the event a consumer has paid over one-third of the vehicle's total cost, a court order must be obtained to repossess the car," said Matheevani.

Other amendments state repossession can only take place after you missed payment for two consecutive months, followed by a 21-day notice issued by the loaner. Any person involved in repossession activities must also obtain a permit from a Controller of Consumer Affairs.

? You can probably still get a refund even if they have a 'No Refund' policy

"Company policies are not above the law," said Matheevani. Companies that practice a 'No-Refund' policy are in direct violation of Section 46 of Consumer Protection Act 1999 regardless of whether they display 'Goods sold are not returnable' or 'No Refunds' around premises or on receipts.

? Your gym membership contract does not entitle them to charge you for a whole year

"All services with a schedule can be terminated verbally, though it is better to do so in writing," said Matheevani.

Consumers who signed up for gym memberships and other services provided on a schedule, referred to as Future Services, should read up on Section 17 of the Consumer Protection Act.

In the event of termination, suppliers can only charge five per cent of the contract price, the cost of goods the consumer is keeping and the portion of the full contract price, representing services received by the consumer.