

NOMINEE APPOINTMENT FORM**Appointment by Complainant**

I, of NRIC/ Passport No.
(Name of Complainant)

expressly nominate.....of
(Name of Nominee)

NRIC/ Passport No.to be my Nominee and assist me

in my complaint. I confirm that my nominee is at least 18 years old.

Where necessary, my Nominee shall translate for me from English to

.....the following items.

1. This nomination form and its contents;
2. The Dispute Resolution Form signed by me and its contents;
3. All interactions between me, the financial institution and FIDReC (and/ or any of its employees, officers or representatives);
4. All communications (including written documents and emails) between me, the financial institution and FIDReC (and/ or any of its employees, officers or representatives);
5. The Pre-Adjudication Declaration Form, the Adjudication Procedure and Adjudication Agreement and all submissions and documents submitted by parties for the adjudication (where my case proceeds for adjudication);
6. The proceedings during the adjudication hearing including the evidence given by witnesses, the arguments made by parties, all communications made by me, the financial institution, FIDReC (and/ or any of its employees, officers or representatives) and what transpired during the hearing; and
7. All other relevant documents.

I understand and expressly agree that FIDReC (and/ or any of its employees, officers or representatives) will not be held responsible in any way whatsoever for the translation made by my nominee. I shall not make any claim whatsoever against FIDReC (and/ or any of its employees, officers or representatives) in connection with or in relation to any act or omission or translation on the part of my nominee.

.....
Signature and Date (Complainant)

**(The section below is only applicable if the Eligible Complainant
is not residing in Singapore)**

Witness OR in the presence of and attested by***:

Seal, Signature and Date

Name :

Title :

*****Where the Eligible Complainant is not resident in Singapore and he/she does not sign at FIDReC's office before an officer from FIDReC, it must be signed in the presence of and attested by a Notary Public or a person having the authority to administer oaths in the country of signing.**

Confirmation by Nominee:

I confirm that I am at least 18 years old.

I understand that by accepting to be a nominee, I will assist the complainant in his/her case to the best of my abilities and where necessary, faithfully and accurately interpret and translate the abovementioned items to the best of my knowledge.

(Please tick ☒ the appropriate box below)

- ☐ I hereby declare and confirm that I am not a lawyer.
- ☐ I hereby declare and confirm that I am a lawyer. I am not acting for the Complainant in FIDReC's proceedings in my professional capacity and/ or on a fee / retainer basis.

I acknowledge that FIDReC expressly reserves the right to exclude me from any future proceedings and hearings or discontinue the mediation/ adjudication process in the event that my translations are found to be unreliable by FIDReC (and/ or any of its employees, officers or representatives).

.....
Signature and Date (Nominee)

CONFIDENTIALITY AGREEMENT**(to be executed by Nominee or Witness)**

I hereby confirm that I understand and agree to the following:

- (1) The obligation of confidentiality is a cornerstone of FIDReC's work and processes. This obligation is shared by myself, the Eligible Complainant as well as the bank / insurance company / other financial institution, and, for the avoidance of doubt, any breach of the obligation of confidentiality by me is enforceable by the Eligible Complainant, FIDReC and the bank/insurance company / other financial institution. This obligation must be strictly upheld at all times, so as to ensure a conducive and / or viable environment for the amicable and fair resolution of disputes / complaints. This would be to the benefit of both consumers and the bank / insurance company / other financial institution.
- (2) FIDReC takes a very serious view of any breach of confidentiality by any party, and will act without delay to vigorously enforce this obligation.
- (3) Save as shall be required under any written law or rule of law, an order of court, or as necessary to implement and enforce any settlement agreement or adjudication award, I shall keep wholly and strictly confidential and not use for any collateral or ulterior purpose in any other proceeding, and shall not disclose / divulge the same (whether expressly or impliedly) to any third party:
 - (i) the fact that mediation / adjudication is to take place, is in progress or has taken place;
 - (ii) what transpired during the mediation and / or adjudication;
 - (iii) any views expressed, or suggestions or proposals for settlement made by any party in the course of mediation and/or adjudication;
 - (iv) proposals suggested or views expressed by the Mediator or Adjudicator;
 - (v) where the Complainant does not accept the ruling / finding of the Adjudicator or Panel, the fact that the Adjudicator or Panel has made the ruling / finding, and / or the substance and / or terms of the ruling/finding, and / or that the Complainant did not accept the ruling / finding;
 - (vi) all materials and information (whether oral or in writing) produced for or arising in relation to the mediation and / or adjudication, including but not limited to the Grounds of Decision and any settlement agreement (and the substance and / or terms thereof), except as directly necessary to implement and enforce any such settlement agreement; and
 - (vii) all information, documents, correspondence (including emails), issues / matters discussed, proposals and counterproposals, adjudication awards etc.
- (4) My obligation of confidentiality is not affected, and would continue with full force and effect after the conclusion of FIDReC's mediation and / or adjudication processes.

- (5) In the event of any breach of the obligation of confidentiality on my part, FIDReC reserves the right at its full discretion, to discontinue the mediation / adjudication process with immediate effect, and / or to institute legal action (including but not limited to applying for an injunction and / or seeking damages).
- (6) I hereby expressly acknowledge and agree that any breach of my obligation of confidentiality constitutes a loss which cannot be reasonably or adequately compensated in damages. I expressly agree that in event of any such breach, FIDReC and / or the bank / insurance company / other financial institution shall be entitled to the remedy of injunction (in addition to any other remedy available at law or in equity). FIDReC and / or the bank / insurance company / other financial institution shall also be entitled to recovery of legal cost (on a full indemnity basis).
- (7) By providing the information in this document, I consent to FIDReC collecting, using and disclosing my personal data for the purpose of FIDReC following up on this complaint, doing anything necessary relating to or in connection with the handling, investigation, mediation and/or adjudication of the complaint/financial dispute referred, and otherwise in accordance with FIDReC's Personal Data Policy (which I have had an opportunity to view on the website <https://www.fidrec.com.sg/knowledgebase/article/KA-01166/en-us>).

.....
Signature and Date (Nominee / Witness)

Name:

NRIC/ Passport:

Contact No.:

Email Address: