

## The Banking Code Review

My name is [REDACTED]. I have had ongoing issues with [REDACTED] since 2006. In 2012 I went to FOS. The duration of three cases and 5 years later I have been supplied some documents and data yet no resolution to the issue.

FOS confirmed payment removal and an Office suspense Account used in conjunction with the payment removal. I have a list of 13 Visa cards in my name from FOS that I was unaware of and other various documents I am happy to provide. I am currently in negotiations with [REDACTED].

For the duration of the 10 year period there were a number of Code of Banking breaches for the bankers to be able to achieve the siphoning.

## Code of Banking

### ***Part C: Our Key Commitments and General Obligations.***

#### ***3.1 b) by providing effective disclosure of information.***

***d) provide the information to you in plain language.***

#### ***3.2 We will act fairly and reasonably toward you in a consistent and ethical manner.***

I have consistently requested basic information of transaction data on my Bank Statement history and I have been denied. I have currently put in a request to The OAIC.

### ***4. Compliance Laws***

#### ***4.1 We will comply with all relevant laws relating to Banking Services.***

#### ***5. In addition to your rights under this code, you retain any rights you may have under the Federal, State and Territory laws.***

Concerning the illegal write off of my mortgage in 2012 and new mortgage materialising which has not been stamped on my deeds for over 3 years a number of laws have been breached here. The previous mortgage written off also was not stamped on my deeds. Currently a fraudulent loan for over 10 years.

#### ***12.1 We will expeditiously provide to you, or any person, on request***

***a) The terms and conditions of any ongoing banking service we currently offer.***

***c) particulars of the interest rates applicable to any banking service we currently offer.***

The breach that has occurred here is that I currently have no contract. FOS states in case [REDACTED] I am to rely on the previous mortgage contract which is no longer in existence. The terms and conditions have changed as the time frames have changed. There is an insurance clause written in to this contract which the insurance was cancelled by [REDACTED]. FOS states in case [REDACTED] the current mortgage must be stamped on the title deeds. With the old contract????

[REDACTED] cannot show me a current contract with the current terms and conditions. FOS has not applied 12.1 of The Code of Banking.

**12.2c) be consistent with this code**

***e) account opening procedures.***

***(iii) complaint handling procedures.***

■■■■ has consistently misrepresented the truth concerning the ■■■■ Banking Overdraft that was implemented on my accounts. FOS confirms ■■■■ currently has no documentation for the opening of this account. ■■■■ has consistently stated there was no Overdraft. My account over draws on over 60 ATM and cash withdrawal transactions which qualifies there was an overdraft. This is a serious misconduct issue of failing to provide the correct information.

Complaint Handling Procedures have also been handled poorly by FOS and ■■■■.

1. First case with FOS. I signed an agreement and expected to get on with my life. ■■■■ breached this agreement and wrote both loans off as Bad Debt Write Off. The agreement stated Maladministration and payment removal.
2. Second case with FOS I signed the Determination. Not as educated as I am now and not fully understanding what I was signing, I signed it. ■■■■ removed a payment from the Determination money which never returned. This was 2014.
3. Third case with FOS I discovered 500 ■■■■ phone transactions on my phone records not appearing on my ■■■■ statements. FOS did not address this.
4. Whether I sign or I don't ■■■■ has a complete disregard to any Code of Banking breaches. FOS has disregarded the breaches that have occurred which escalated the time to 5 years.

**12.4 (j) how we will process the cancellation of a direct debit request relevant to the banking service in accordance with clause 21 of this Code and**

***(k) how you or we may alter or stop another payment service.***

■■■■ has breached all relevant Codes in clause 21. Refer to clause 21.

**13.1 Copies of Documents.**

***If you request a copy of the document you may have rights in respect of that request under the NCCP Act 2009 .....***

**13.2 a) a contract (including terms and conditions, standard fees and charges and interest rates.**

***b) any mortgage or other security document.***

Re- iterating previous issues ■■■■ has no current contract and the terms and conditions have changed. My mortgage is not secured by my Deeds.

**15.1 a) account opening procedures.**

■■■■ has not provided any documentation for the ■■■■ Banking Overdraft nor how a new mortgage appeared with different numbers which is opening an account without my signature.

**18.2 a) the identification requirements of the Anti- Money Laundering and Counter Terrorism Financing Act 2006.**

■■■■ has overlooked this law continuously when it concerns my identity. This is a list of activity that has occurred without my signature or identification.

2005: 9 loan applications exceeding \$180k.

2006: money removed from my bank account

2006 – 2012: 5 fraudulent loan application. 3 with documentation, 1 loan reprocessed twice. All with no signature attached.

: Direct Debit applied to my accounts without my knowledge. Irregular for the duration of the 6 years and [REDACTED] confirms there is no postal evidence I received the letters when they bounced. Without my signature or knowledge.

2008: [REDACTED] Banking Overdraft applied to my accounts without my knowledge.

: 13 Visa cards in my name without my knowledge.

2010: Illegally applied hardship and payment removal without my signature.

2011: [REDACTED] Banking Overdraft removed from my accounts. Without my signature.

2012: Previous loan written off and current loan appeared with no contract. Without my signature. FOS condoned this situation but [REDACTED] did this 2 years prior to this decision being made by FOS.

2014: Payment removal from Determination money. Without my signature.

## **21. Direct Debits**

### **21.1 We will take and promptly process your**

**a) instruction to cancel a direct debit request relevant to a banking service we provide to you.**

**b) compliant that a direct debit was unauthorised or otherwise irregular.**

FOS has confirmed and my statements confirm the Direct Debit was irregular for 6 years as I was unaware of it as I did phone banking. At the time I was not educated enough to understand my statements.

FOS and [REDACTED] confirm there is no documentation for the irregularities to the direct debit. My case identifies with the [REDACTED] case [REDACTED] 2012. This person rerouted phone transfers, set up a direct debit and overdraft in their place which allowed him to siphon from 43 people for 5 years. My phone transfers are gone and a direct debit and overdraft have been set up in their place as confirmed by FOS. Also the use of an Office Suspense Account in relation to the siphoning.

## **26. Statement of Account**

### **26.1 We will give you a statement of all transactions relating to your deposit account.**

Due to the siphoning occurring there are a number of irregularities on my statements. I have repeatedly put in requests for the origin of these transactions. My request has been denied.

## **32. Debt Collection**

**32.1 We and our collection agents will comply with the ACCC and ASIC's debt collection guideline for collectors and creditors when collecting amounts due to us and we will take reasonable steps to ensure our representatives do likewise. If we become aware that our collection agents or representatives are not complying with the Debt Collection Guideline we will direct them to comply.**

█ wrote my mortgage off in 2012 when correlating documents stated Maladministration and payment removal. There was no notification prior to this appearing on my mortgage statement. This is a breach of 32.1 of the Code of Banking. The current breach is that █ has attempted to default a 2005 mortgage loan no longer in existence.

The confusion being do they attempt to stamp the previous mortgage no longer in existence and never stamped before being written off.

Or do they attempt to stamp the current one 3 years later with no correlating contract to the numbers on the mortgage.

Either situation is a breach of this collection action law.

### Key Issues

1. The CCMC 12month rule that you must be aware of the breach only 12 months previous to reporting. FOS cases last as a standard approximately 2 years. It's only after the FOS case is completed do you know whether the breaches are going to be addressed. Consistently a large amount of breaches would be going unreported due to this 12 month rule. I am requesting this time frame be extended to allow a wider range of reporting.
2. FOS does not address material errors, accidental slips, basic miscalculations or breaches of the Code of Banking if they occur in their due process. FOS needs to strongly reinforce the Code of Banking. Not disregard it. Having acquired documents 3 times in 5 years from FOS under the Privacy Act which qualifies every situation I have raised in this submission I have concerns the Code of Banking is not being reinforced.
3. The process to achieve justice for hundreds and thousands of Australians defrauded by Banks is long and costly and drawn out. Whether it be FOS, ASIC or the Court System. There needs to be a faster, simpler approach to a resolution, or to be able to implement penalty points quickly and promptly.
4. There is an ever widening gap between the educated and not so educated. When I first realised there were issues with █ in 2012 I did not even know how to read a bank statement. I have self- educated over a number of years to be able to guard my rights with the laws that have been provided to the Australian public. Sadly these laws have not been applied to my case.

Thank you for taking the time to read my submission as after having been in the system for 5 years there is some key issues to be addressed.

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