

# REVIEW INTO DISPUTE RESOLUTION AND COMPLAINTS FRAMEWORK

## SUPPLEMENTARY ISSUES PAPER

We 'MUST' have a compensation scheme that gives real redress to complainants that have been through the External Dispute Resolution Process and have not had their matters either dealt with or dealt with appropriately.

We 'MUST' have an External Dispute Resolution Process that is independent of the banks. It is incomprehensible that a Dispute Resolution Process could ever be funded by the very people they are investigating.

In my opinion having been through what I can only describe as a heinous act or alleged crime at the hands of [REDACTED], I simply can't understand why, with the evidence I have, I was never restored to where I previously was, it just never happened. [REDACTED] refused to entertain they had done any wrong and seemed intent on stripping me of all my assets at what ever cost to my daughter and I. It almost seemed like they became vindictive towards us. All sensible options to see that Justice Prevailed and we were returned to our previous position were met with a 'NO' by [REDACTED]!

When FOS initially accepts your complaint, they send out a series of letters on how they will handle that complaint. Two of my letters state that if they find maladministration in lending, then their aim would be to restore the person to where they were prior to the lending. In my case this didn't happen and I say FOS made 2 false and misleading statements to me in those letters that need to be dealt with according to the law.

FOS states that I should never have been lent money for either loan. The evidence is clear with documents in the possession of FOS that state Technical Decline, I was a win for the bank, that if it didn't work then their were plenty of non sensitive assets to sell, Loan Application Forms that state I was 142% committed, personal income and asset statements that had cash added and four Servicing Capacity Sheets that were altered to lower the commitment level. I had never seen these documents prior to 2015.

If the evidence is this clear then why would [REDACTED] ([REDACTED]) state I had to pay the money back, you borrowed it?

The Financial Ombudsman Service proved to be incompetent, failing to ensure that [REDACTED] provided all documents requested by them and FOS failed to take my written account of events and evidence into account.

FOS did rule against [REDACTED] on the 14<sup>th</sup> August 2014 with a 'maladministration in lending' verdict. Case number [REDACTED]. However the compensation that was awarded to me was not much more than the Default Interest that was charged to me by [REDACTED] whilst FOS took 2 years to Investigate my complaint.

My option to accept or not accept the Final Determination left me no option but to sign it with the comfort that at least I would be treated as a Person in Financial Hardship (or so I thought). Under the FOS Terms of Reference a Final Determination must be signed and dated. I did not date the acceptance and the first acceptance sent through had the words 'under duress' beside my signature.

FOS Terms of Reference 8.7 and 8.8 state the following:

8.7 Recommendations and Determinations a) Each Recommendation and Determination: (i) must be in writing; (ii) may either reach: (A) a conclusion about the merits of the Dispute; or (B) the view that, given the procedures adopted by FOS, it would not be appropriate for FOS to reach any conclusion as to the merits of the Dispute; (iii) must set out reasons for any conclusion about the merits of a Dispute or view of the kind referred to in paragraph 8.7a(ii)(B); (iv) must specify any remedy, determined in accordance with paragraph 9, that FOS considers fair and appropriate; and (v) must be provided to all parties to the Dispute. b) A Determination is a final decision and is binding upon the Financial Services Provider if the Applicant accepts the Determination within 30 days of receiving the Determination.

8.8 Applicant acceptance of a Recommendation or Determination In order to accept a Recommendation or a Determination, the Applicant must provide the Financial Services Provider (if the Financial Services Provider so requests) with a binding release of the Financial Services Provider from liability in respect of the matters resolved by the Recommendation or Determination. The release must be for the full value of the claim the subject of the Dispute, even if this amount exceeds the amount of the remedy decided upon by FOS. The release shall be effective from the date on which the Financial Services Provider fulfils all of its obligations under the Recommendation or Determination.

8.7 clearly states, that if the Determination is accepted it is binding upon the bank. It does not say it is binding on the applicant because it isn't. Further legal advice, advice from treasury and ASIC all state it was never binding on me.

8.8 clearly states that if the FSP requests, they may ask for a binding release in respect of the matters resolved by the Recommendation or Determination. I was given this Binding Release by [REDACTED] but refused to sign it.

Disturbingly, in a Court hearing 19<sup>th</sup> December 2016 - Sydney Federal Court before Justice [REDACTED]. The lawyer appearing for the FOS (Second defendants) stated that 8.8 is in relation to signing the FOS Determination. Our objection to this as it is incorrect fell on deaf ears and ignored by Judge [REDACTED].

[REDACTED] refused to treat me as a person in Financial Hardship as ordered to do in the final Determination of August 13<sup>th</sup> 2014 and FOS failed to ensure they did. [REDACTED] then quickly foreclosed on me again, knowing that I had no hope of paying off the remaining debt I was left with, without being given the opportunity to re-start my business.

I had already painted and renovated my Investment property and started to stock it in order to get my Website and business back on track (and [REDACTED] were aware of that). With foreclosure came the loss of my newly established business again. They changed the locks and locked all the stock inside. After several months, I was allowed to remove my business stock. Starting again was going to be hard but I brought shelving and housed the stock underneath my family home in order to again start to earn an income (this time with the help of my daughter). [REDACTED] then foreclosed on my family home locking everything I owned up and refusing to allow my daughter and I to get clothing, personal items, food, medication and business stock from the premises.

These items were later removed from my family home at a cost of over \$15,000 plus \$440 storage per week (6 containers full). [REDACTED] of [REDACTED] sent to me, what I say can only be seen as a ransom letter, advising me that I had 14 days to pay and collect or they would dispose of my items. After writing to politicians this was changed to I was at liberty to collect my items but conditions were applied.

Shortly after this letter came what can only be seen as a most distressing and heinous letter to my daughter and I. The letter came with pictures of [REDACTED] all thrown on a pile in the garage. I was told that [REDACTED] had deemed these items to be either rubbish or not worth any money and I had a further 14 days to collect. This was simply soul destroying.

What has been even more soul destroying is the collection of our personal items (which I am still doing). Most of our items (6 containers full) including my business stock has been either smashed, trashed or stolen by the removalist Company ([REDACTED]) employed by the [REDACTED]. [REDACTED] refuse to claim on the damage and [REDACTED] refuse to allow me to claim as I was not the client.

My continual attempts to have the Financial Ombudsman enforce their Determination on [REDACTED] in regards to the Hardship Clause and to have the Ombudsman [REDACTED] re-open her determination in order to correct all the mistakes that were made, fell on deaf ears. However some time later, after admitting to me that mistakes were made, that my case was one that had [REDACTED], she did try to have the case re-opened.

A recommendation can be amended to correct mistakes prior to going to Final Determination, but a Final Determination is just that. This must be rectified. All cases should go to recommendation in order for each Final Determination to be fair and reasonable on both parties.

[REDACTED] ( [REDACTED] Ombudsman became involved at both [REDACTED]'s and my request and I fully believe after our conversation that he needs to be removed. He was delusional stating that I borrowed the money and that I had to pay it back? There was no rational talking, there was only blame on me

and raised voices. To my mind this was extremely unprofessional and 'pig headed'.

Loan 1 was not a refinance. I owned my Commercial Property unencumbered. I borrowed against it to improve it. I say that to restore me was to take the new extension off and restore the building to where it was previously. Obviously this would not have been a sensible option so [REDACTED] should have worn that lending decision and left me to run my businesses and enjoy my property without further harm to me by removing the unconscionable loan that had been given to me.

This would have seen me still owning my Commercial property (my superannuation), 2 businesses with good income, my investment property with rental income and my family home. I would then have enough income to pay for the loan that was in fact a refinance at the request of [REDACTED].

Further lodgements to FOS for separate issues (not previously dealt with have all been deleted). In one letter from [REDACTED] (FOS legal), I was told never to lodge another complaint. If I did then he would delete it immediately without advising me that he had done so. After complaining about [REDACTED], I was told I was welcome to lodge further complaints. I have done this, but again all further complaints have been deleted.

As hard as this is to relive, the inadequacies of the Financial Ombudsman Service of Australia and the fact that the banks appear to manipulate that service in order to make sure that those that are innocent or indeed have real grievances are not left destroyed, must be highlighted.

Those that have looked into my matters have continually stated that my matter is unjust:

#### **4/4/2016 Parliamentary Inquiry into Customer Impaired Loans – attached**

Bottom of page 11 starting with Chair and continuing through to page 12 this is my matter:

**CHAIR:** Can I go to where you said 'there were a number of assumptions' as part of a valuation. We have had some submissions that have talked about a valuation that was obtained and then, in the actual forced sale, rather than the property being put in the hands of a commercial estate agent it was put into the hands of a residential estate agent. The form of advertising, according to the submission, was grossly inadequate, to the extent that an auction was held on a day after a public holiday and only the owners turned up and a couple of casual passers-by. In your 'assumptions', do you state that your valuation is based on the appropriate agent being appointed for the sale of the property, or is the bank free to take your valuation but then give the sale process to whomever they wish, to the receiver in this case.

**Prof. Parker:** There are two things going on there. There is the valuation process, which assumes 'prudent parties acting reasonably'; and there is then whatever the bank chooses to do as part of its operations. So the valuer can only provide the bank with his or her opinion of value. That is one input, usually into a bank's lending decision or foreclosure decision. The banks generally have another range of inputs they put into that decision, and then how they choose to effect that decision really is up to the bank.

**CHAIR:** Sure. What we are looking at here, though, is trying to protect the rights of the consumer, in this case small business. If the valuation says that fair market value for this property in the current climate in terms of real estate prices is X, on the basis of it being marketed for a suitable period by a suitable agent, then the best interest of the consumer is if the bank then engages a suitable agent for a suitable period, whether directly or through the receiver or however. My question goes to: what are the unintended consequences for your industry, in terms of professional indemnity and all the other things that flow, if we were to constrain the banks to act in accordance with the assumptions that underpin your valuation?

**Prof. Parker:** It is always open to the valuer and the bank to extend the assumptions to include things like using a commercial real estate agent rather than a residential real estate agent, taking the property to auction or taking it to private treaty or taking it to tender, depending on which one is more suitable. There is no limit to the number of assumptions that can be built in. But the overarching assumption of prudence and reasonableness—as we see in matters that come before me in court quite regularly; parties sometimes do not act prudently and reasonably—if that works its way through to a professional negligence action against the valuer, then one would think the valuer claiming an assumption the parties were acting prudently and reasonably would say, to use your example, using a residential agent to sell a commercial property a day after a public holiday, was neither reasonable nor prudent.

FOS failed to identify any areas of maladministration as Mortgagee in Possession in my matter and to my mind that is negligent. The evidence was clear from the documents given to FOS and [REDACTED]. [REDACTED] verbally admitted to me that [REDACTED] had failed to give her the documentation she requested from them in relation to the Real Estate Company details of the auction etc. With this being said making a determination in relation to this part of my complaint was inappropriate without full discovery of documents and has caused my daughter and I harm.

Professor Parker has stated:

*“to use a residential agent to sell a commercial property a day after a public holiday, was neither reasonable nor prudent.”*

Valuations in my matter were extreme, \$450,000 prior to the loaning of \$300,000. \$650,000 once the renovations were done and then just \$380,000 prior to the sale of approx. \$364,000 (which is below Government Valuation). The Valuer at all times throughout the process was Ex [REDACTED] Business Bank Manager, [REDACTED]. FOS failed to make appropriate enquiries as to the background of the Valuer or the properties the Valuer finally compared my property with prior to selling at below Government Valuation.

Bottom of Page 38 starting with Chair and continuing through to page 40, this is my matter:

**CHAIR:** Can I take you to the issue of responsible lending practice. We have at least one submission in some detail that talks about a loan [REDACTED] provided to a small business. There is email traffic to indicate that the bank's assessment of the security held by this person and their business, including their personal assets, was comfortable—I think the wording was they 'gave a degree of comfort'—but recognised that their ability to repay the loan was questionable. Yet the bank made the loan. Why do you do that?

**Mr [REDACTED]:** That is not the general practice. We apply loan serviceability tests when assessing an application for a loan. Our business people and our risk teams who assess applications are trained in serviceability calculations. It makes no sense from our point of view, nor the customer's point

of view, to enter into a loan where the customer is known not to be able to service a loan. That makes no commercial sense at all.

**CHAIR:** Then why would a line manager within your business, and the various people who sign off on the supervisory levels of approval, have approved that loan?

**Mr [REDACTED]:** Which loan are you specifically referring to?

**CHAIR:** It was one in Tasmania—to a small business.

**Mr [REDACTED]:** If you can give me a customer name I can give you details, potentially.

**CHAIR:** We can do that, but I am looking here more at a governance-compliance regime within the Commonwealth. If that is not in the business's interest and it is not in the consumer's interest, how would that have slipped through your system?

**Mr [REDACTED]:** It should not have. I cannot give you the specifics because I do not know the customer name. If you tell me the customer name I might be able to give you the specifics at a general level, which is where I think you are pitching the question. Our systems and our processes are designed for that situation not to arise. So if it did arise then we would need to look into that.

**CHAIR:** In this case, it was looked into. It was lodged with FOS, and FOS found that there was maladministration within the bank over that loan. What action was taken against individuals within the bank who were part of the process?

**Mr [REDACTED]:** Chairman, I have asked you three times now for the name of the customer and you will not tell me, so it is very hard for me to answer the specifics.

**CHAIR:** I am happy to tell you but not in public session.

**Mr [REDACTED]:** Okay. I am happy to answer you but not in public session as well, once I know the name.

**CHAIR:** Let's take it back to a general level then. In a situation where FOS found that there had been maladministration, regardless of who the consumer was, what would your expectation be about action the bank would take?

**Mr [REDACTED]:** If there was maladministration—and it sounds like it was proven in this case, at least as found by FOS—normally in those circumstances we would look at the individual concerned and their conduct and look at their performance on the individual loan. If we found that they had failed to meet their obligations both in terms of their key performance indicators and their risk requirements then a range of sanctions could be applied. It would depend on the individual case. The range of sanctions could be, for example, a training counselling—in other words, go and do more training; it could go to something more significant such as a reduction of pay or of a bonus; or, if it were a very serious case, it could go to termination of employment.

**CHAIR:** That would be a breach which would be reported to ASIC?

**Mr [REDACTED]:** Not necessarily, because the breach reporting—again, depending on which area we are talking about—is often done on the basis of significant breaches. So, an individual case might not amount to a significant breach. As you are probably aware, in the Corporations Act there are various tests for determining when a breach is 'significant'. It is unlikely that a single individual case, unless it was something that was systemic or there was evidence of a systemic issue, would amount to a reportable breach.

**CHAIR:** In the correspondence that FOS sends out to people who make a complaint through that system there is an indication that, if the bank or lending institution is found to be at fault, FOS will seek to restore the consumer to the position they would have been at prior to that loan or if that loan had not been made. Do you support that as a general principle?

**Mr [REDACTED]:** Yes, generally, we do. That is the situation which we find ourselves in those cases where FOS does make a determination in favour of the customer. For example, if it were maladministration or 'misleading', the intention would be to reduce the loan amount by the amount of excessive lending, if I can call it that, and then repay interest that was paid on that excessive amount and the fees that there were paid on that excessive amount so that the customer is in a position whereby they were effectively lent what they should have been lent.

**CHAIR:** If following the process with FOS—and, again, a generic question—FOS realised that, because of new evidence that was presented, their determination about the size of that excessive lending had been inappropriate, despite the fact that it made a determination would the bank seek to actively work with the consumer to redress that situation, or would you rest on the finding of FOS and allow it to sit at that point?

**Mr [REDACTED]:** From our point of view, it would be unusual for us to simply rely on the strict finding of FOS one step before FOS received updated information. From our perspective, we try to ensure

that we give excellent service to customers, and that does not just mean in the lead-up to entering into a transaction; it also means afterwards. So, at a general level, on its merit, if there were subsequent indications that lending had been excessive, over and above the extent previously determined by FOS, that is something we would look at seriously.

**CHAIR:** Would you require FOS to make a new determination, or would you be happy to engage with clients?

**Mr [REDACTED]:** Generally speaking, no, we would not insist on going through another FOS process. In those circumstances, one has to be both practical and understanding of the customer's situation. If we have had information brought to us that suggests that the lending was more than or more excessive than the FOS determination, and that is not a fanciful or lightly made allegation but is backed up with some evidence, then that is something that we would take seriously and we would not require that it go back to FOS for yet another round.

**CHAIR:** It has been put to the committee that we should consider a commercial arbitration option to be built into contracts. What would the bank's view be if that became a standard part of contracts, for lending above a certain threshold? We are generally talking here about a larger company—not a corporation but an SME. Should commercial arbitration be something that is a standard way of resolving these issues? So, essentially, a FOS but built into the contract.

FOS failed once again. FOS failed to restore me as FOS state their aim would be in original letters in 2012. Even [REDACTED]'s own [REDACTED] states that this is what they would do?

When I wrote to [REDACTED] I thought naively that his undertaking to the Parliamentary Inquiry to do certain things, namely to take this matter seriously, to reduce the loan amount by the excessive amount and the fees and the interest would be exactly what would happen.

Mr. [REDACTED] then responded to my letter whereby he states that he intended to do nothing about my matter? That I had signed a Deed of Settlement and Release freely (more on that further in my letter). He gave me a further timeframe to refinance (knowing this would be impossible) and said end of matter. He also mentioned the 'Welfare Check' that he had initiated.

With all the acknowledgments of wrong doing by FOS, [REDACTED] and my extensive evidence, [REDACTED] went in harder after me following this letter. I say going after someone harder, knowing that [REDACTED] had indeed been unconscionable is unethical and immoral. They refused to take a payment of \$50,000, which was the difference between the demand in the Court and the unconditional sale of my Investment property, instead choosing to throw my daughter and I out of our home and separate us forever. When I refused to leave my family home, [REDACTED] ordered [REDACTED]. [REDACTED]. We were never really allowed back in our home.

Why do [REDACTED] initiate a Welfare Check? Is this to cover them in case something should happen in regards to their unconscionable actions after they have initiated the first Welfare Check? I say their care factor of the average disgruntled customer is NIL.

Only a fair Compensation Scheme can begin to restore the pain and suffering that I and others have been through.

In the above transcripts of the Parliamentary Inquiry 4/4/2016 (██████████'s own Counsel) states the following,

*“Our systems and our processes are designed for that situation not to arise. So if it did arise then we would need to look into that.”*

*“If there was maladministration – and it sounds like it was proven in this case, at least as found by FOS”.*

*“Yes, generally, we do. That is the situation which we find ourselves in those cases where FOS does make a determination in favour of the customer. For example, if it were maladministration or ‘misleading’. The intention would be to reduce the loan amount by the excessive amount and the fees that there were paid on that excessive amount so that the customer is in a position whereby they were effectively lent what they should have been lent”.*

*“If we have had information brought to us that suggests that the lending was more than or more excessive than the FOS determination, and that is not a fanciful or lightly made allegation but is backed up with some evidence, then that is something that we would take seriously and we would not require that it go back to FOS for yet another round.”*

FOS, ██████████ and the CCMC have admitted that there is maladministration in lending in my matter and yet ██████████ were still allowed to strip me of further assets in an attempt to bury me completely.

Please see an exert from a letter from the CCMC: Letter attached

**██████████ acknowledge it breached the code”**

*“Although the CCMC concluded that it could not investigate your concerns, it noted that FOS’s Determination identified that ██████████ had engaged in maladministration in lending when it provided you with the two loans.”*

*██████████ has confirmed that the Ombudsman’s Determination means that its decision to provide the loans to you did not meet its ‘Provision of Credit’ obligations under the Code. Accordingly the bank has reported that outcome to the CCMC as a breach of the Code.”*

The Code Compliance Monitoring Committee (CCMC) use the same phone number as FOS.

## **A trusted and valued partner**

We aim to be a trusted and valued partner to banks by helping them to comply with their obligations under the Code of Banking Practice and continuously improve their standards of practice and service.

A key initiative is our annual Bank Forum, where we share information with banks about our work and code compliance issues in the industry.

This forum complements quarterly meetings of the Stakeholder Liaison Group, where we update banks on our work and share our code compliance experience. Banks, in turn, have the opportunity to raise code compliance issues with us.



We also regularly consult with the Australian Bankers' Association, Financial Ombudsman Service and Australian Securities and Investments Commission to discuss matters arising from our code compliance work as well as facilitate better banking practices.

You can contact the CCMC as follows:

Telephone: 1800 367 287 (this is a telephone service provided by FOS)

The Code of Banking practice is a result of the Australian Banking Association. The ABA state that the Code of Banking Practice is contractually binding on subscribing banks. What purpose does the Australian Banking Association or the Code Compliance Monitoring Committee have? I say none. When you report a matter to the CCMC it 'MAY' investigate the bank involved. Apparently not if it is more than 12 months old. My matter was a comedy of errors. Certainly reported within the 12 months, then lost, then the person looking into it again resigned, then lost again. Apparently they can't find any trace of these emails (I have them but having difficulty accessing them on my computer). By the time they finally investigated I was apparently out of the 12 months. To make matters worse if they do investigate they can't help you, the complainant anyway. Have any banks been prosecuted by the CCMC?

### [ABA's Code of Banking Practice](#)

The [Code of Banking Practice](#) is the banking industry's customer charter on best practice banking standards, disclosure and principles of conduct. It is contractually binding on subscribing banks and sets out the minimum standards banks have agreed to follow when dealing with personal and small business customers.

Whilst on the ABA issue (because I believe it is relevant to FOS), I need to make reference to a Court date that I allege was wrongly initiated by Associate Judge █████ in the Tasmanian Supreme Court. After failing to allow me to show cause, as was my right under the Lands Title Act Section 146.2, AsJ █████ ordered me to start a separate action against the bank if I wanted to set aside the mortgages or vary the loan contract. I say this is wrong. A defendant must be allowed to defend in the one action. To this day I have never shown cause in my matter.

This order led to a succession of stalling and a further request by █████ for a trial of other matters stating that I had signed the FOS Determination and could not have a second bite at the cherry. This of course is incorrect.

I had applied for an urgent request to adjourn this additional Court date on the 7<sup>th</sup> March 2016 due to having just been thrown from my family home and having been separated from my daughter. Justice █████ (who was previously my solicitor) refused my adjournment. This led to an extremely urgent engagement of a new Barrister █████ SC, to seek an adjournment in my matter or for mediation.

A round table conference had been initiated in the morning and as it was unsuccessful as the mediation did nothing to help me it continued after lunch. I was resistant to signing the Deed and unbeknown to me [REDACTED] SC had gone to [REDACTED] SC and stated the following "You have to help me" she is resistant to my advice.

That afternoon I was [REDACTED] and I was [REDACTED] in the Tasmanian Supreme Court Jury lunchroom. One of the threats was that the [REDACTED] and the [REDACTED] were going to throw any amount of money at my matter to win it. If I went back into that Courtroom and attempted to try this matter, then they would appeal and appeal until they won and I had nothing left. Of course there was more to these [REDACTED].

I went to the ABA and asked what part they played in my matter. They denied any involvement with my matter.

The question is was the ABA involved in taking me down because as [REDACTED] stated "I was the precedent case that the ABA and the [REDACTED] would do anything to win"? Or was Mr. Jackson making an undertaking on behalf of a third party that had no intention of following through with that undertaking?

My concern is did I ever stand a chance if I was up against not only the [REDACTED], but also the Financial Ombudsman Service (funded by the Banks), alongside [REDACTED] (who apparently didn't want my matter to go to court either and of course is for the banks)? Can their ever be Justice in an Australian Court room if the Barrister's and the Lawyers are stacked against you and the Judge just wants your matter out of his Court room?

### **Kate Carnell Inquiry – I appeared before the Panel 28<sup>th</sup> November 2016**

Kate Carnell was asked to take the 23 worst cases from the Parliamentary Inquiry into Customer Impaired Loans.

My case was chosen. Out of those 23 cases 8 were chosen as the 'Deep Dive 8' cases. My case was again seen as unjust and I flew to Canberra to appear before the panel.

Mr. [REDACTED] was also brought before the Panel and my matter put to him.

Kate Carnell has all documentation in relation to my matter and I believe this inquiry is able to access them.

### **The consequences of the actions of not only FOS and [REDACTED] but includes the Judiciary System of Australia is the following:**

**2012** - Failure by [REDACTED] to allow me to sell off my Investment property to clear the initial [REDACTED] loan in order to keep my Commercial Property and 2 businesses, which would have given me income to pay the remaining loan.

Of course I offered this option prior to realising that [REDACTED] were guilty of maladministration in lending (among many other things)

**2012** – Loss of my Marriage of 19 years.

**2013** - Commercial Property at 16 – 18 Reuben Court Kings Meadows Tasmania sold under value.

**2013** - Failure by [REDACTED] to deal with the Reuben Court Property as Mortgagee in Possession appropriately resulting in a sale price less than Government Valuation and less than the original valuation by [REDACTED] prior to the \$300,000 in renovations.

**2013** - Loss of 2 businesses Crafty Critters (Australia) Pty. Ltd. and Café S

**2013, 2014, 2015 & 2016** - Continual and what I allege to be deliberate blockage of the resurrection of my businesses in order for me to earn a living by locking my tools of trade in properties and not allowing me access to them.

**2014** – Failure by FOS to investigate fully, resulting in a less than favourable outcome.

**2014** – Refusal of FOS to correct the mistakes or to Force [REDACTED] to treat me as a person in financial Hardship as stated in their Final Determination.

**2016** - Loss of my Residential Investment Property successfully rented since 1991 and more recently was to be the home of my new business enterprise.

**2016** - Failure to deal with this property as Mortgagee in Possession by agreeing to join with me in the first instance to sell the other part of the property (namely the driveway) resulting in a loss of final auction price.

**2016** - Failure to allow me to pay \$50,000 into the courts, which was the difference between the Demand in the Courts and the Unconditional Sale of the Investment Property at 15 Abbott Street, so that possession on my family home would cease.

**2016** - Distraught and distressed, I locked myself inside my family home for 1.5 hours whilst locksmith tried to drill the locks. Eventually [REDACTED] ordered a Police Battering Ram to remove me.

**2016** - Finally removed I was forced to flee 2 hours away with our family pets and leave my daughter in town as she had school and part time work.

**2016** - Forced to endure a trial of other matters on the 7<sup>th</sup> of March 2016, distressed from being thrown from my own home and suffering from a mental condition.

**2016** - Bullied and Threatened by [REDACTED] Barrister and my briefly engaged Barrister, I was finally forced to sign a Deed of Settlement and Release.

**2016** – Unable to survive on Centerlink by providing for both my daughter and I, I was forced to engage the services of Anglicare to both provide food for my daughter and I and petrol for me to regularly be in contact for my daughter.

**2016** – The most devastating and unconscionable sale of my family home. All attempts to stop the sale and or transfer of title had failed. [REDACTED] valuation on the property is questionable as are the \$117,000 charges to sell it, which included painting, stripping carpet, hanging cupboard doors, \$10,000 in insurance, replacing hot water cylinders, spit and polish, gardening and even a charge to replace a window that they broke? The auction was questionable, no contracts handed out, purchaser brought it for spot on the questionable valuation and I question how a purchaser at an auction is given an 8 week settlement date.

The final consequences for my daughter and I is that due to maladministration in lending by [REDACTED], the failed investigations of FOS and the failed decisions and rulings of the Judicial System of Australia my daughter and I are all but destroyed.

We have been forced to live apart for 18 months. When our family home was finally and wrongfully transferred title my daughter booked airfares and left for a city she simply doesn't understand. She had no money and no idea what she was doing (she was not in a good place). I did put [REDACTED] on notice that because of their actions if anything should happen to my daughter or I, then I say this should be treated as [REDACTED] alleged crimes that have been perpetrated by those that refuse to be accountable for their actions.

My mental and physical wellbeing has suffered to a point that I have now been diagnosed with all the symptoms of PTSD and it is unlikely that I will be able to work for some time or at all. This means that I will be reliant on Government Welfare for some time.

The final blow to what has been a most horrendous chain of unconscionable events was when [REDACTED]

[REDACTED] Needless to say a very rare and precious time together was ruined yet again.

I lie awake every night going over how I could have changed things? I continually told my daughter I would fix this, because this sort of behaviour simply doesn't happen in real life (But as we all know it does because the world doesn't care about people, it only cares about the greed). I failed her because I failed to fix this mess and ensure that Justice Prevailed.

I must live with that for the rest of my life.

Suzi Burge