

## Introduction

My name is Janine Barrett. The 3 cases I have recently completed with FOS are but a few of the 34 000 cases that are lodge with FOS per year. I am not a million dollar company nor do my assets exceed the millions. I am your average, ordinary everyday day person. I have a \$90k home loan with , 3 children and run my own cleaning business.

My repayments at \$150 per week I feel does NOT overextend my finances. The ongoing ensuing issues with that were not rectified in my 5 year hiatus with FOS are due to multiple breaches of The Code of Banking, the NCCP, FOS TOR and The Land title Act 1974. Of which these laws were not implemented by FOS in 5 years as outlined below.

As I am one of the more standard forms of cases that FOS deals with and out of 34 000 cases a year FOS “resolves” 32 000 cases I am presenting material errors that occurred in the 5 years. These were not addressed in the half a decade I spent with FOS.

At 34 000 cases per year it would be foolish to say errors are not occurring. To have one central agency to direct people through the maze of which agency to go to I am in agreeance with, but also to include powers to rectify material errors.

### Overview of Case History with FOS

#### Case (2012- 2012)

from FOS took my complaint.

- Personal Loan siphoned from
- Payments removed from my mortgage.
- Financial difficulties because of this.
- Maladministration

I then signed an agreement with .

- Waive the Personal Loan and the Credit Card.
- Capitalise 2 months arrears at the time of the Home loan.

This appears to be relatively straight forward. At the time I was unaware of other issues that had occurred with .

- from then wrote my mortgage off as bad debt write off.
- Added fees and charges to the new mortgage of which there is no contract for.
- This mortgage is not stamped on my title deeds.

I then went back to FOS and sent me to who stated this was Failure to Comply to the Agreement. I cannot fault and in their job or Duty of Care.

#### Case (2012- 2014)

Duly noted FOS's estimates for finalising cases ranges from 3- 6 months. This case lasted for 2 years. was the Case Manager. I received a letter from FOS after 2 years after I had received all documents under The Privacy Act stating my case remained unallocated for a period of 12 months. FOS duly apologises for this.

**“A review of your file shows that it remained unallocated for a period of almost 12 months. I acknowledge that this is an unacceptable period of time and apologise for the delay in progressing the dispute.”**

The complaints for this case were;

- Failure to comply to agreement
- Fraudulent loan applications.
- Insurance Scam and payment set up

Again this appears to be a fairly straight forward situation as I had received all documents under The Privacy Act.

- Failure to comply to agreement. Bad Debt Write Off appeared on my statements. The mortgage had changed numbers. A Title Deeds search qualified it was not stamped on my deeds.
- Fraudulent loan applications. I have full bank documents for 3 and FOS confirms one of these loans was reprocessed twice. Totalling 5 fraudulent loan applications. There are these applications are signed.
- Insurance Scam. This is the same insurance set up had to pay \$63mil in compensation for in England after over 1 million complaints were received by the ombudsman. Yearly payments were being taken out and monthly payments were paying it back causing the mortgage to run in arrears.

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### **FOS Result**

- Material errors occurred when the Bad Debt Write off situation was not addressed. FOS states for this situation I am to rely on my previous contract where the timeframes are incorrect and the Insurance Clause written in to my mortgage contract was cancelled by in 2012. The mortgages numbers are not the same.
- Material Errors occurred when , Ombudsman stated 5 fraudulent loan applications were “errors”. Bearing in mind the first case was found maladministration, siphoning, etc. At the total of 5 this would be inconsistent with the finding of “errors”
- Insurance Scam. was to refund all payments since 2006.
- was to refund approximately \$11 000 in interest.

### **Result**

- The money was applied to my mortgage but a payment was removed again by at IDR who I had for a period of 4 and a half years totalling.
- I had noticed a number of anomalies toward the end of this case. For example: I did not do Direct Debit. My payment method was Phone Transfers from 2006- 2012.

### **Case (2012- 2014)**

Due to the removal of a payment from Determination money awarded by FOS and the anomalies at the time recently found and refusal to address correctly I had no choice but to open a third case. The complaints were:

- Over 500 entries of Phone Banking with appearing on my Phone Records NOT appearing on my Bank Statements.
- A transaction named TRANSFER OSA appearing on my Statements.
- Interest changing monthly with no notification.
- Direct Debit amount changing weekly for 6 years with no notification.
- The bounced payment letters there is no postal evidence I received them. As confirmed by .
- The list of 13 Visa cards in my which set up I received under The Privacy Act from FOS.

### **FOS Result**

- FOS had no explanation for the 101 Phone Transactions over 40seconds. Bearing in mind the first case confirmed Personal Loan siphoned from and payment removal from my mortgage. Also

confirmed by the IDR Scheme. Again at the time of the first case I was not aware of the colossal damage inflicted upon my mortgage or the method on how it was done.

- Confirmed a Banker had rerouted payments to an OFFICE SUSPENSE ACCOUNT and they never returned.
- Confirmed the Direct Debit was irregular for 6 years.
- Refused to address the 13 Visa cards in my name. This is of a concern as it is identity theft and there is no closure on this situation as yet.
- Result was is to pay back the \$360 that was rerouted to the OFFICE SUSPENSE ACCOUNT. No mention of the maladministration that occurred to provide this service of payment removal.
- I have constantly requested all Transaction Data relating to my accounts and the OFFICE SUSPENSE ACCOUNT but this has been refused. Considering there is still 101 transactions to be found.
- The payments were rerouted to the OFFICE SUSPENSE ACCOUNT, then rerouted back to my account then removed with one of the 13 Visa Cards in my name. This situation is identical to The Jason Uurutia Case Commbank 2012. This person siphoned from 43 people for 5 years using this method.
- For the mortgage states the current mortgage must be “upstamped” prior to taking any action. Bearing in my mind stated in case I am to go on the old contract. Does this mean the new mortgage is to be stamped but I am to go on an old contract no longer legal? This breaches a number of laws.

There were a number of material errors and accidental slips in the FOS findings again the Determination presented by .

I provided these material errors and accidental slips in the correct format and in the correct time frame. These were not addressed. For example: There is no Law in any Act or Code that states can “upstamp” at their leisure. There is no term “upstamp” in any Act or Code.

I have been published at the Code of Banking Review. In this submission I have provided the laws that have been breached. I have also been published at the Impairment to Loans Inquiry.

### ***Terms of Reference***

#### **1. Role, powers, governance and funding arrangements of the three bodies.**

- There appears to be an age old integral issue with the Adjudicator being paid by one side. For example with my case of my \$90k loan and my 5 year hiatus at FOS @ \$6k per month this totals \$360k toward payments for FOS.
- A more improved method would be all banks pay equal amounts per year. If the Banks have less cases the Banks obtain a refund. This would be a less opportunistic way to be able to drag cases out or leave them unallocated.

#### **2. The extent of gaps and overlaps between the bodies**

- The CCMC rule of only being able to report a breach if only 12 mths old. A number of FOS cases run for 2 years. The consumer does not know if the breach is going to be addressed until the completion of FOS.
- There is no redress at any organisation if FOS does not address the material errors.
- Increased powers need to be provided to the police with a similar result to a FOS Ombudsman or The Registrar of the Title Deeds office in being able to remove the instrument. As the Banks have recently confirmed they will keep ASIC in the courts for years over the BBSW the police currently neither have the funding or the resources to carry out long protracted investigations or lengthy court cases. To bypass this situation give a broader power to multiple sources.

### **Experience using an EDR**

- Please refer to the above outlined cases.

### **New Forums eg. Banking Tribunal.**

- Royal Commission . V . Banking Tribunal

The merits of a Royal Commission as I understand it is there are no timeframes. Someone defrauded even 20 years ago would get justice. For the aging population who has lived for years with the trauma of being defrauded as defined by the number of Senate Inquiries over the years this would bring great comfort. There is a broader scope for all people of all factions big, small, in business, retirement funds, assets, the ordinary everyday mortgage holder to be able to seek redress on their situation.

The merits of a Banking Tribunal. The scope is much smaller and more specific. I fear a number of people would not fit the specific criteria of a Banking Tribunal.

### **Delays**

The constant delays and lengthy time FOS took to come to the conclusion that even though constant maladministration occurred they failed to address a number of issues. Also the time my case remained unallocated for 12 mths.

In Australia we now have a silent army of PTSD sufferers. When the consumer has to fight a Bank the same period of time is repeated continuously for years. Rehashed, repeated, redone, revisited, redoing reports over and over and over again.

PTSD is when the sufferer repeats the same moment in time over and over again. The Banks are forcing PTSD on the public of Australia.

### **Internal Dispute Resolution**

As I retained the same person for 4 and a half years it would be difficult for me to discern whether IDR schemes work. On personal experience I would have to say no.

### **Funding**

Please refer to Point 1.

### **Compensation**

Once the property has been removed from the consumer it is extremely difficult to calculate the amount of compensation. Again increased powers throughout the system to prevent the loss of the Asset.

### **3. Bodies role in working with Government, regulators, consumers, industry and other stakeholders to improve the framework to deliver better user outcomes and;**

I have a grave concern that standard Australian with the standard mortgage is not fully aware of their rights and the laws that are applicable to their cases. I have a grave concern the 32 000 FOS cases per year “resolved” might have a number of these laws not applied. Stronger application of the law needs to be considered.

### **4. Relative merits and any issues associated with different models in resolving disputes.**

I re-iterate again increased powers with The Police, The OAIC, ASIC, etc to be able to remove the instrument. To have one singular place in the whole of Australia for all the fraud occurring to be able to remove the instrument is archaic at best. The laws and powers need to be concurrent with the times we live in.

I have all documents concerning all points in this submission. Please don't hesitate to contact me if you require any more information or documents.

**Contact Details**  
**Janine Barrett**