



24<sup>th</sup> August 2012

Attn: Ms Gail Kelly  
Managing Director & Chief Executive Officer:  
275 Kent Street  
Sydney, NSW 2000  
Cc: Mr Lindsay Maxsted – Chairman Westpac  
CC: Ms Dot Cowie – Senior Manager - Service Experience

Dear Ms Kelly,

Thank you for your letter dated 1<sup>st</sup> August 2012, received 7<sup>th</sup> August 2012

**On Matters Related To Unauthorized Withdrawal Of Credits From My Accounts:**

**I wrote to you on 10<sup>th</sup> July and 27<sup>th</sup> July 2012 related to some serious banking matters and to quote Westpac's own customer 'service' form letters, I am disappointed that you took so long to make any kind of reply. However, on 7<sup>th</sup> August I finally received a letter from a 'Ms Cowie' apologizing for your lack of response.**

**Ms Cowie has attempted to deny any responsibility on your behalf, however, I offer the following rebuttals and further requests for documentation needed to validate your claim.**

I HEREBY REQUEST THE FOLLOWING DOCUMENTATION so that I may settle any financial obligation I might lawfully owe:

**1) Related to Terms and Conditions cited by Ms Cowie:**

Please provide copies of any contracts, signed by both parties, that give your company permission or authority to overdraw my account without the need to notify me of your intentions.

**2) In regards to WBC's Debt Collection Practices:**

For full details, please refer back to my letter dated 10<sup>th</sup> July 2012

**Factual Allegations:** Between the 19<sup>th</sup> June 2012 and 10<sup>th</sup> July 2012, Westpac and/or agents for Westpac called my mobile phone no less than 64 times in 20 days, averaging 20 calls per week and more than three (3) calls per day.

Ms Cowie says you are 'entitled' to make 3 unsolicited calls per week. If you do your maths you will find your "Debt Collection Practices" equate to 7 calls per week, per disputed account, which according to ACCC and ASIC Debt Collection Guidelines constitutes undeniable "harassment and unconscionable conduct".

**3) Important:**

Ms Kelly, it is important to remember that you are a servant of your customers, not a dictator, and as my previous correspondence has advised, your failure to provide adequate verification of a contract signed by both parties allowing 'credit' to be extended without authority or notification, means NO PERMISSION WAS GIVEN.

Validation is a requirement of contract law and the Bills Of Exchange Act.

Any decision by you or your company to overdraw my account, real or imagined, without my authority or permission is just that, YOUR decision, without my authority or permission.

It is an undeniable and undisputable fact that none of the three accounts in dispute are credit facilities, overdraft facilities or credit card accounts, and therefore you have no business, authority or valid contract signed by both parties that gives you permission to treat them as such.

#### **4) In order to resolve this situation**

I am prepared to consider the matter resolved under the following conditions:

**Account [REDACTED]** – You apply ‘credits’ of the amount of \$199.06 to the account. I note that you have continued to pay yourself further insurance premiums, and therefore overdrawing the account, as a “Peter pays Paul” transaction, of which WBC is both Peter and Paul

**Account [REDACTED]** – You apply sufficient funds/‘credits’ to the account to cover any applicable merchant fees.

**I hereby give you specific instructions and permission to cancel the merchant facility attached to this account, and require your confirmation when this is finalized.**

**Account [REDACTED]** – You apply ‘credits’ of the amount of \$256.23 to the account to cover the direct debit payment to Service Finance that you ‘permitted’ without my permission or authority.

#### **5) Additional Remedial Action Required. Westpac will:**

- 1) Repeal and remove any negatives comments you or your agents may have made to any Credit Reporting Agency, in accordance with The Privacy Act 1988
- 2) Compensate me for the harassment and unconscionable conduct you and your agents’ actions have undertaken in a systematic assault on me
- 3) Pay appropriate compensation of \$1000 for each phone breach (64 in total), and \$2000 for each failure to comply with my repeated request for all communication to be in writing only (3 in total), to be made to me within twenty one (21) days of this letter
- 4) Be put on notice that I reserve the right to, and may take this matter further in the form of an official complaint to ASIC, ACCC and FOS
- 5) Be put on notice that I reserve the right to, and may take further civil action for other damages and injunctive relief related to this matter.

#### **6) My Final offer:**

This final offer is made in full and final settlement of your decision to overdraw my accounts without my authority or permission. Please refer to point one (1) and the request for validation of your claim in the form of a contract signed by both parties, giving you permission to treat my accounts as credit accounts, rather than the debit accounts that they are.

**7) Resolution:**

If you are not happy with the resolution suggested here, please let me know within 16 days so I may look at further options to pursue my complaint of harassment and multiple unauthorised credit extensions being practiced on my accounts by WBC's principals and agents.

Lastly, I must thank Ms Cowie, as a senior manager of WBC's 'service experience', for her invitation to "not hesitate to call her". Unfortunately her attention to detail is highlighted with her omission to copy and paste her phone number into the form letter she signed and sent.

In good faith and without prejudice,

██████████

**All cheques to be made payable to ██████████ C/- of the address above.**

NOTICE TO THE PRINCIPLE IS NOTICE TO THE AGENT  
AND NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPLE

**For your reference:**

***ASIC and ACCC 'National Debt Collection Guideline For Collectors And Creditors'.***

Part 2 Section 1 [c]

Part 2 Section 4 [a],[b],[c],[d],[e]&[i]

Part 2 Section 7 [f]

Part 2 Section 9 [e]

Part 2 Section 12 [a]&[c]

Part 3 Outlines the provisions in the ASIC Act Section 12DA(1), Trades Practices Act Section 60 and Fair Trading Act Sections 21(2)(h) & 26(2)(i), related to 'undue harassment' and 'unconscionable conduct' by a corporation and their agents.