

Attn: Ms Gail Kelly  
Managing Director & Chief Executive Officer:  
275 Kent Street  
Sydney, NSW 2000

Dear Ms Kelly,

**On matters related to unauthorized withdrawal of credits form my accounts:**

On 12<sup>th</sup> March 2012, Westpac withdrew credits from my account 735055528619 of \$23.54, causing my account to be overdrawn. The next day Westpac charged me an overdrawn fee of \$9.00.

On 14<sup>th</sup> March 2012, Westpac withdrew credits from my account 033047389835 of \$6.50 and \$22.00, causing my account to be overdrawn. The next day Westpac charged me an overdrawn fee of \$9.00.

On 2<sup>nd</sup> April 2012, Westpac withdrew credits from my account 033095354397 of \$256.23, causing my account to be overdrawn. The next day Westpac charged me an overdrawn fee of \$9.00.

In all three cases additional 'credits' have continued to be withdrawn from these accounts by your company, without my permission. Even though these accounts are not credit cards, lines of credit or overdraft facilities, it would seem that you have treated them as such.

As you, as Westpac's agent, consented to allow these withdrawals to go through (even though there were insufficient credits available in the accounts), it would seem that Westpac either created those credits out of thin air or used their own funds for those withdrawals.

The total overdraw amounts you have created is approx. \$613.00 as at today's date.

As an employee of Westpac and ultimately myself, as one of the people who pages your wages, via bank fees and charges etc, (Westpac's annual report, released in Nov 2011, shows you were paid \$3.1 million in cash for the year to September 30, 2011), I am very disappointed that yourself and Westpac, has sunk to such low operational and moral standards, when you consider that documents

like the Banking Code, GAAP practices and the principles of Truth in Lending, et al are supposed to be a guiding light for your organization.

**On matters related to unauthorized withdrawal of credits form my accounts:**

WESTPAC - FACTUAL ALLEGATIONS: The following is a summary of Debt Collection activity that Westpac and its agents have engaged in over the last few weeks, that I have documented and will be easily confirmed by your own records.

1. Defendant has never been given any express permission to call the Plaintiff's mobile phone.
2. Between the 19<sup>th</sup> June 2012 and 9<sup>th</sup> July 2012, Defendant Westpac and/or agents for the Defendant called the Plaintiffs mobile phone no less than 57 times, averaging 19 calls per week and more than three (3) calls per day, as per list below.
3. On 19<sup>th</sup> June 2012 at 9.42am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message
4. On 19<sup>th</sup> June 2012 at 1.25pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message
5. On 19<sup>th</sup> June 2012 at 4.24pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message
6. On 19<sup>th</sup> June 2012 at 6.30pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message
7. On 20<sup>th</sup> June 2012 at 9.16am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message
8. On 20<sup>th</sup> June 2012 at 1.07pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

9. On 20<sup>th</sup> June 2012 at 3.32pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

10. On 20<sup>th</sup> June 2012 at 6.16pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

11. On 21<sup>st</sup> June 2012 at 11.15am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

12. On 21<sup>st</sup> June 2012 at 1.21pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

13. On 21<sup>st</sup> June 2012 at 4.51pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

14. On 21<sup>st</sup> June 2012 at 6.38pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

15. On 22<sup>nd</sup> June 2012 at 11.44am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

16. On 22<sup>nd</sup> June 2012 at 1.35pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

17. On 22<sup>nd</sup> June 2012 at 5.35pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

18. On 25<sup>th</sup> June 2012 at 8.57am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

19. On 25<sup>th</sup> June 2012 at 12.02pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

20. On 25<sup>th</sup> June 2012 at 3.50pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

21. On 26<sup>th</sup> June 2012 at 10.53am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

22. On 26<sup>th</sup> June 2012 at 2.20pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

23. On 26<sup>th</sup> June 2012 at 3.06pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

24. On 26<sup>th</sup> June 2012 at 7.00pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

25. On 27<sup>th</sup> June 2012 at 10.15am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

26. On 27<sup>th</sup> June 2012 at 11.44am, Defendant Westpac's agent 'Safeer' called the Plaintiff's mobile phone without permission, without permission

27. On 27<sup>th</sup> June 2012 at 12.21pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

28. On 27<sup>th</sup> June 2012 at 1.35pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

29. On 27<sup>th</sup> June 2012 at 3.54pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded

message using an automated telephone dialing system or artificial or prerecorded message

30. On 27<sup>th</sup> June 2012 at 4.52pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

31. On 28<sup>th</sup> June 2012 at 11.43am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

32. On 28<sup>th</sup> June 2012 at 4.36pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

33. On 28<sup>th</sup> June 2012 at 7.08pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

34. On 29<sup>th</sup> June 2012 at 11.11am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

35. On 29<sup>th</sup> June 2012 at 2.16pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

36. On 29<sup>th</sup> June 2012 at 3.06pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

37. On 29<sup>th</sup> June 2012 at 6.54pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

38. On 30<sup>th</sup> June 2012 at 12.09pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

39. On 30<sup>th</sup> June 2012 at 2.18pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded

message using an automated telephone dialing system or artificial or prerecorded message

40. On 2<sup>nd</sup> July 2012 at 12.01pm, Defendant Westpac's agent 'Safeer' called the Plaintiff's mobile phone without permission, without permission

41. On 2<sup>nd</sup> July 2012 at 12.12pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

42. On 2<sup>nd</sup> July 2012 at 3.52pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

43. On 2<sup>nd</sup> July 2012 at 5.16pm, Defendant Westpac's agent 'Safeer' called the Plaintiff's mobile phone without permission, without permission

44. On 3<sup>rd</sup> July 2012 at 12.45pm, Defendant Westpac's agent 'Jeetg' called the Plaintiff's mobile phone without permission, without permission

45. On 3<sup>rd</sup> July 2012 at 1.02pm, Defendant Westpac's agent called the Plaintiff's mobile phone without permission, without permission

46. On 3<sup>rd</sup> July 2012 at 7.33pm, Defendant Westpac's agent called the Plaintiff's mobile phone without permission, without permission

47. On 4<sup>th</sup> July 2012 at 10.55am, Defendant Westpac's agent 'Naveen' called the Plaintiff's mobile phone without permission, without permission

48. On 4<sup>th</sup> July 2012 at 10.55am, Defendant Westpac's agent 'Naveen' was told that "All communication is to be in writing and I do not give you permission to contact me by phone". Defendant's agent acknowledged that they recorded this in the notes.

49. On 4<sup>th</sup> July 2012 at 11.00am, Defendant Westpac's agent 'Savita' called the Plaintiff's mobile phone without permission

50. On 4<sup>th</sup> July 2012 at 11.00am, Defendant Westpac's agent 'Savita' was asked if it was recorded in the notes that "All communication is to be in writing and I do not give you permission to contact me by phone". Defendant's agent acknowledged that this instruction was NOT recorded this in the notes.

51. On 4<sup>th</sup> July 2012 at 11.00am, Defendant Westpac's agent 'Savita' was told that "All communication is to be in writing and I do not give you permission to contact me by phone". Defendant's agent acknowledged that they recorded this in the notes.

52. On 4<sup>th</sup> July 2012 at 2.21pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, but left no message

53. On 4<sup>th</sup> July 2012 at 2.32pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission, and hung up

54. On 4<sup>th</sup> July 2012 at 4.34pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission, and hung up

55. On 5<sup>th</sup> July 2012 at 11.06am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, but left no message

56. On 5<sup>th</sup> July 2012 at 4.08pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, but left no message

57. On 5<sup>th</sup> July 2012 at 6.39pm, Defendant Westpac's agent 'Kavita' called the Plaintiff's mobile phone with no prior permission given by the Plaintiff

58. On 5<sup>th</sup> July 2012 at 6.39pm, Defendant Westpac's agent 'Kavita' was asked to confirm if the notes read, "All communication is to be in writing and I do not give you permission to contact me by phone". Defendant's agent acknowledged that this was recorded in the notes. Plaintiff asked the Defendant's agent if they understood what this meant, and agent replied, Yes, they understood.

59. On 6<sup>th</sup> July 2012 at 11.50am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, but left no message

60. On 6<sup>th</sup> July 2012 at 1.01pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

61. On 6<sup>th</sup> July 2012 at 4.28pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

62. On 6<sup>th</sup> July 2012 at 6.11pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

63. On 7<sup>th</sup> July 2012 at 10.46am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

64. On 7<sup>th</sup> July 2012 at 2.00pm, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, and left a recorded message using an automated telephone dialing system or artificial or prerecorded message

65. On 9<sup>th</sup> July 2012 at 8.38am, Defendant Westpac called the Plaintiff's mobile phone with no prior permission given by the Plaintiff, but left no message

Ms Kelly, As you are aware this activity amounts to serious breaches of the ASIC and ACCC 'National Debt Collection Guideline For Collectors And Creditors'.

Please refer to:

Part 2 Section 2 [a],[b]&[c]

Part 2 Section 4 [d]

Part 2 Section 6 [e]

Part 2 Section 7 [a]&[b]

Part 2 Section 9 [e]

Part 2 Section 10 [a],[b],[e], [g]&[h]

Part 2 Section 16 [a]&[b]

Part 2 Section 18 [a],[b],[c]&[g]

Part 3 Outlines the provisions in the ASIC Act Section 12DA(1) and Trades Practices Act Section 60, related to 'undue harassment' by a corporation.

The following actions are required for this matter to be resolved:

- 1) You create a computer correct of your records to show nil balances on the
- 2) You 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
- 3) You compensate me for the embarrassment and harm your actions have done to my personal and professional reputation, in regards to your breaching Sections 6 & 7 of the above Guidelines.
- 4) If appropriate compensation of \$4,000 (\$1000 for each personal contact breach, related to points 2, 3, 11 & 12) is not made to me within twenty one (21) days, I may take this matter further with an official complaint to ASIC, ACCC and FOS.

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

In good faith and without prejudice,

