

NON-NEGOTIABLE

VERIFIED CARDHOLDER BILLING ERROR DISPUTE FORM

DATE: 22nd April 2012



Westpac Banking Corporation
ACN: 33 007 457 141

Attn: Ms Gail Kelly
Managing Director & Chief Executive Officer:
275 Kent Street
Sydney, NSW 2000
CC: Financial Services Ombudsman (Case: 276 359)

ACCOUNT: 

Good morning Ms Kelly,

I wrote to you on 7th & 22nd March 2012, concerning billing errors on my account. The monthly statements are inaccurate because they reflect several errors:

- 1) **A bank liability** (money owed to me), and not a debt.
- 2) **Debits on my account** related to unauthorized transactions, including overdrawn fees related to those transactions

Since my last letter I have received no written correspondence whatsoever from you related to my questions on these two matters.

As further clarification regarding the above points, I request the following documentation so that I may settle any financial obligation I might lawfully owe:

1. **The bank's liability** (money owed to me), rather than an alleged debt
 - a. Validation of the alleged debt (the actual accounting) – including an itemised statement of the account clearly specifying the following, accordance with ACCC/ASIC DCG Part2, Section 10(e):
 - i. the amount of the debt and how it was calculated
 - ii. details of all payments made and all amounts (including principal, interest, fees and charges) owing;
 - b. Verification of your claim against me - a sworn affidavit or a hand signed invoice in accordance with The Bills of Exchange Act 1909 – Sects 8(1) & 8(3)(b);
 - c. A copy of the contract signed by both parties and therefore binding both parties.
2. **Debits on my account** related to unauthorized transactions, including overdrawn fees related to those transactions

- a. Validation of authority to debit unauthorised amounts from customers account
- b. A copy of the contract signed by both parties and therefore binding both parties that validates that authority

I hereby give you ten (10) days to reply to this notice from the above date with a notice sent using Registered post and signed under full commercial liability and penalties of perjury, assuring and promising me that all of the replies and details given to the above requests are true and without deception, fraud or mischief. Your said failure to provide the aforementioned documentation within ten (10) days, from the above date, to validate the debt, will constitute your agreement to the following terms:

1. That the debt did not exist in the first place;

OR

2. It has already been paid in full;

AND

3. That any damages I suffer, you will be held culpable;

4. That any negative remarks made to a credit reference agency will be removed;

5. You will no longer pursue this matter any further.

6. You agree to pay all fee schedules.

Please Note: I do not give your organisation or any agents permission to contact me by telephone. Should you do so, I must warn you that the calls may be recorded.

Yours faithfully,

Signature

Date: _____

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

Please note: This is not a request for monthly statements, a copy of a signed application, or a copy of the current cardholder agreement. This is a request that you make appropriate corrections to the account, or in the alternative, that you provide a completed written explanation report as to why you believe that the stated billing error is incorrect (including production of documentation evidence commensurate with the request.)