



POLICY DOCUMENT

# Internal Dispute Resolution Policy



**Newpark Group Pty Ltd t/a Fix My Credit**

AFCA Member No. 83026

EFFECTIVE FROM

**5 October 2021**

## SECTION A Introduction

### 1. PURPOSE

- 1.1 The purpose of Fix My Credit's Dispute Resolution Policy ("Policy") is to ensure Consumer Complaints in respect of credit services are dealt with promptly, fairly and consistently.
- 1.2 This Policy represents Fix My Credit's commitment to effective and efficient Complaints handling and to fair and transparent dealings in the financial marketplace.
- 1.3 The standards and requirements set out in the ASIC Corporations, Credit and Superannuation (Internal Dispute Resolution) Instrument 2020/98 and outlined in this Policy are enforceable.
- 1.4 This policy will have effect from 5 October 2021.

### 2. POLICY STATEMENT

- 2.1 Fix My Credit must have a dispute resolution system that consists of:
  - (a) an IDR process that complies with the standards and requirements made or approved by ASIC that cover Complaints made by Consumers in relation to the credit services provided; and
  - (b) membership of AFCA.
- 2.2 The benefits of effectively resolving Consumer Complaints through an Internal Dispute Resolution ("IDR") system with broad coverage include:
  - (a) the opportunity to resolve Complaints quickly and directly;
  - (b) the promotion of trusted relationships between Fix My Credit and its Consumers;
  - (c) improved levels of Consumer confidence and satisfaction;
  - (d) a greater understanding of the key drivers of Complaints;
  - (e) the ability to identify emerging issues and inform service delivery improvements; and
  - (f) reduced AFCA fees and future remediation costs.
- 2.3 Fix My Credit takes a proactive approach to identifying and resolving Complaints. It is better for Fix My Credit and its Consumers that a Complaint is dealt with at the earliest possible stage because it:
  - (a) prevents Complaints from becoming entrenched;
  - (b) preserves Consumer relations;
  - (c) is often the most efficient and cost-effective way for an organisation to deal with Complaints; and
  - (d) may improve customer satisfaction.
- 2.4 When reviewing and establishing this Policy, Fix My Credit has taken into account:

- (a) the size of its business and the number of people in the organisation;
- (b) the services offered and the volume of Consumers Fix My Credit is responsible for;
- (c) the nature of its Consumer base;
- (d) the diversity and structure of its operations; and
- (e) the likely number and complexity of Complaints.

### 3. AIMS

- 3.1 This Policy aims to resolve minor Complaints during the Consumer's initial contact with Fix My Credit.
- 3.2 To action all other Complaints, however received, within twenty one (21) calendar days of them being received.
- 3.3 To resolve all Complaints and provide an IDR response no later than thirty (30) calendar days after receipt of a Complaint.

### 4. DEFINITIONS

- 4.1 AFCA means the Australian Financial Complaints Authority, an Australian Securities and Investments Commission ("ASIC") approved EDRS.
- 4.2 Complaint means an expression of dissatisfaction made to or about an organisation, related to its services, staff or the handling of a Complaint, where a response or resolution is explicitly or implicitly expected or legally required.
- 4.3 Consumer means a Consumer as defined by section 5 of the NCCP Act and for the purposes of this Policy, includes Small Businesses.
- 4.4 Credit Activity includes the provision of a debt management service as prescribed by section 4A of the National Consumer and Credit Protection Regulations 2010.
- 4.5 EDRS means External Dispute Resolution Scheme.
- 4.6 Fix My Credit means Newpark Group Pty Ltd t/a Fix My Credit.
- 4.7 IDR Delay Notification means written correspondence provided to the Complainant advising them their Complaint will not be resolved within thirty (30) calendar days.
- 4.8 IDR Response means a written response to the Consumer informing them of:
  - (a) the final outcome of their Complaint at IDR (including either confirmation of actions taken by Fix My Credit to fully resolve the Complaint or reasons for Fix My Credit's rejection or partial rejection of the Complaint;
  - (b) their right to take their Complaint to AFCA if they are not satisfied with Fix My Credit's outcome at (a); and
  - (c) AFCA's contact details.
- 4.9 NCCP Act means the National Consumer Credit Protection Act 2009 (Cth).
- 4.10 Small Business means, for the purposes of dispute resolution, a business that had less than one hundred (100) employees at the time of the act or omission by Fix My Credit that gave rise to the

Complaint. A small business includes a primary producer, if that primary producer is also a small business.

**4.11** Unreasonable Consumer Conduct means behaviour which because of its nature or frequency raises substantial health, safety, resource or equity issues for Fix My Credit, its employees and representatives, other Consumers or the particular Consumer themselves.

## **5. DEFINITION OF COMPLAINT**

**5.1** Fix My Credit must deal with expressions of dissatisfaction that meet the definition of Complaint as specified in section 4.

**5.2** The following expressions of dissatisfaction are included in the definition of Complaint:

- (a)** posts on a social media channel or account owned or controlled by Fix My Credit that is subject of the post, where the author is both identifiable and contactable; and
- (b)** Complaints about a matter that is subject of an existing remediation program or about the remediation program itself.

**5.3** Fix My Credit does not limit its categorisation of Complaints to those expressions of dissatisfaction where a response or resolution is explicitly expected. Fix My Credit also categorises expressions of dissatisfaction where a response or resolution is 'implicitly expected' as a Complaint.

## **6. FIX MY CREDIT'S COMMITMENT TO IDR**

**6.1** Fix My Credit's Director ensures they:

- (a)** have adequate oversight of Fix My Credit's IDR processes;
- (b)** provide adequate resources to Fix My Credit's employees who have responsibility for managing Complaints including but not limited to providing ongoing training and appropriate human resources;
- (c)** establish and promote Fix My Credit's Complaints Management Policy to Consumers;
- (d)** implement IT systems and reporting procedures to ensure timely and effective Complaint management and monitoring; and
- (e)** establish clear roles, responsibility and authority for the management and resolution of Complaints.

## **7. COMPLAINTS MANAGEMENT POLICY**

**7.1** Fix My Credit must ensure that Fix My Credit's Complaints Management Policy is available free of charge. Fix My Credit's Complaints Management Policy is available on its website.

**7.2** If the Complaints Management Policy is requested in a particular form, Fix My Credit takes such steps as are reasonable to provide the Complaints Handling Policy in the form requested.

## SECTION B Procedures: Receiving Complaints

### 8. ENABLING COMPLAINTS

**8.1** Fix My Credit publicises information about how and where Complaints can be made by:

- (a) publishing its Complaints Management Policy on Fix My Credit's website and making the Complaints Management Policy available in hard copy free of charge upon request;
- (b) including information about the IDR process in welcome packs;
- (c) enabling Consumers to pursue Complaints via the IDR process free of charge; and
- (d) providing training to all staff about Fix My Credit's IDR process.

**8.2** Where appropriate, Fix My Credit makes its IDR process accessible for Consumers with disabilities or language difficulties by:

- (a) Fix My Credit proactively identifying Consumers who might need additional assistance;
- (b) ensuring that information provided to the public about Fix My Credit's IDR process is available in a range of languages and formats (including large print, Braille or audiotape);
- (c) using Australian Sign Language ("AUSLAN") video presentations of material on its website;
- (d) enabling people to adjust the font size of information on its website;
- (e) offering text telephone ("TTY") and the National Relay Service ("NRS") to Consumers; and
- (f) offering translation services to Consumers or making staff available who are cross-culturally trained.

**8.3** Fix My Credit offers multiple Complaint lodgement methods including:

- (a) toll-free telephone number;
- (b) email;
- (c) letter;
- (d) social media platforms owned or controlled by Fix My Credit;
- (e) in person; or
- (f) online.

**8.4** Fix My Credit allows representatives of the Consumer to lodge Complaints on the Consumer's behalf and accepts authorities from representatives lodging Complaints on behalf of Consumers. In these circumstances, Fix My Credit does not contact the Consumer directly, unless:

- (a) the Consumer requests direct communication with Fix My Credit;
- (b) Fix My Credit reasonably believes the representative is not acting in the Consumer's best interests;
- (c) Fix My Credit reasonably believes the representative is acting in a deceptive or misleading manner with the Consumer and/or Fix My Credit;

- (d) Fix My Credit reasonably believes the representative is not authorised to represent the Consumer; and
- (e) at the time Fix My Credit is dealing with the Complaint, the representative has been excluded by AFCA from representing Consumers in relation to a Complaint lodged with AFCA.

## 9. RECEIVING COMPLAINTS

**9.1** Fix My Credit's employees must immediately refer Consumers wishing to make a Complaint to the Complaints Officer. Fix My Credit's Complaints Officer is Danielle Louise Parker. This ensures that wherever possible, the Complaint is investigated by a staff member not involved in the subject matter of the Complaint.

**9.2** On receiving a Complaint, the following information must be recorded:

- (a) Date of Complaint;
- (b) Name of Consumer;
- (c) Fix My Credit's business team concerned;
- (d) Contact details of Consumer;
- (e) Format of Complaint (phone / email / letter / fax);
- (f) Preferred contact method of Consumer (phone / email / letter / fax);
- (g) Details of the Complaint; and
- (h) Classification of the Complaint (Refer to section 11).

## 10. COMPLAINTS RECEIVED OVER THE PHONE

**10.1** The following procedure must be followed when a Complaint is received orally:

- (a) Identify yourself, listen, record details and determine what the Consumer wants;
- (b) Confirm the details received;
- (c) Empathise with the Consumer in a courteous manner;
- (d) Explain the courses of action available;
- (e) Do not attempt to lay blame or be defensive;
- (f) Resolve the Complaint if possible or commit to do something immediately, irrespective of who will ultimately handle the Complaint;
- (g) Don't create false expectations;
- (h) Inform the Consumer of the name and contact details of the person who will be formally dealing with the Complaint (i.e. the Complaints Officer); and
- (i) Refer the matter immediately to the Complaints Officer (even if you resolved the matter).

## 11. CLASSIFICATION OF COMPLAINTS

**11.1** All Complaints must be classified by Fix My Credit and then analysed to identify systemic, recurring and single incident problems and trends. Complaints should be prioritised according to the urgency and severity of the issues raised. Examples of matters that should be prioritised include where:

- (a) the Consumer is experiencing domestic or financial abuse;
- (b) the Consumer has a serious or terminal illness; or
- (c) a delay in addressing the Complaint could adversely affect the Consumer's basic living conditions.

**11.2** Level 1 – the least serious Complaints. The Complaint could not be resolved at first contact with the Consumer. Some Complaints at this level require the assistance of other employees at Fix My Credit (e.g. Information Technology and Investment Research). The Complaint can be resolved without escalating it to the Director.

**11.3** Level 2 – more serious Complaints. The Director must be informed of the Complaint and may provide input where necessary to help resolve the Complaint.

**11.4** Level 3 – the most serious Complaints. This type of Complaint requires the involvement of the Director.

## **12. RESPONSIBILITY FOR AND INVESTIGATION OF COMPLAINTS**

**12.1** At first instance the Complaints Officer is responsible for dealing with Complaints.

**12.2** If the Complaints Officer is unable to resolve the Complaint within twenty one (21) days, the details of the Complaint must be immediately forwarded to the Director who has overall responsibility for Fix My Credit's IDR process.

**12.3** The Director is to review the circumstances involving the Complaint and attempt to provide the Consumer with an IDR Response to the Complaint (Refer sections 16 and 17 below).

## **SECTION C Procedures: Responding to Complaints**

### **13. RESPONDING FLEXIBLY**

**13.1** Fix My Credit deals with Complaints with as little formality as possible to ensure that Consumers are not restricted in their access to Fix My Credit's IDR process.

### **14. ACKNOWLEDGING COMPLAINTS**

**14.1** Once the Complaint is received, the Complaints Officer must acknowledge receipt of the Complaint within twenty-four (24) hours (or one (1) business day) of receiving the Complaint, or as soon as practicable. The Complaints Officer must attempt to resolve the Complaint within thirty (30) calendar days of it being received.

**14.2** When selecting a method to acknowledge a Complaint, Fix My Credit takes into account the method used by the Consumer to lodge the Complaint and any preferences the Consumer has expressed about receiving communication from Fix My Credit. Fix My Credit may acknowledge Complaints:

- (a) verbally; or
- (b) in writing (including by email, mail or social media channels).

14.3 Please refer to Appendix 2 for a template Complaint Acknowledgement.

## 15. COMPLAINTS CLOSED WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT

15.1 An IDR Response (refer section 16 below) is not required where a Complaint has been closed within five (5) business days of receipt because:

- (a) Fix My Credit has resolved the Complaint to the Consumer's satisfaction and this is either:
  - (i) confirmed verbally or in writing by the Consumer; or
  - (ii) a reasonable view to take given the circumstances; or
- (b) Fix My Credit has given the Consumer an explanation and/or apology when it can take no further action to reasonably address the Complaint.

15.2 A written IDR Response must be provided even where a Complaint is closed within five (5) business days if:

- (a) the Consumer requests a written response; or
- (b) the Complaint is about hardship.

## 16. IDR RESPONSES

16.1 Complaints referred to the Complaints Officer must be responded to in the same manner they are received unless otherwise requested by the Consumer. For example, a telephone Complaint must be initially responded to with a telephone call.

16.2 The time and date of all telephone calls to the Consumer made in connection with a Complaint must be recorded with other details about the Complaint outlined in section 9.2 of this Policy.

16.3 An IDR Response must be provided to the Consumer upon resolving a Complaint. The written communication must inform the Consumer of:

- (a) the final outcome of their Complaint at IDR, including either:
  - (i) confirmation of the actions taken by Fix My Credit to fully resolve the Complaint; or
  - (ii) reasons for the rejection or partial rejection of the Complaint;
- (b) their right to take the Complaint to AFCA if they are not satisfied with the IDR Response; and
- (c) the contact details for AFCA.

16.4 If Fix My Credit rejects or partially rejects the Complaint, the IDR Response must clearly set out the reasons for the decision by:

- (a) identifying and addressing the issues raised in the Complaint;
- (b) setting out Fix My Credit's finding on material questions of fact and referring to the information that supports those findings; and
- (c) providing enough detail for the Consumer to understand the basis of the decision and to be fully informed when deciding whether to escalate the matter to AFCA or another forum.

16.5 Please refer to Appendix 3 for a template IDR Response.

## 17. TIMEFRAMES FOR IDR RESPONSES

17.1 Fix My Credit must provide an IDR Response (in accordance with section 16) to the Consumer within the timeframes noted in the below table:

### 17.2

Type of Complaint	Maximum Timeframe to provide IDR Response	Further Detail
Complaints involving default notices	No later than twenty-one (21) calendar days after receiving the Complaint.	Section 18
Complaints involving applications for hardship notices or a request for postponement of enforcement proceedings made.	No later than twenty-one (21) calendar days after receiving the Complaint. Exceptions apply where Fix My Credit does not have sufficient information to make a decision or if an agreement is reached with the Consumer.	Section 19
All other complaints	No later than thirty (30) calendar days after receiving the Complaint.	—

## 18. COMPLAINTS INVOLVING DEFAULT NOTICES

18.1 A Complaint may involve a default notice where the Consumer:

- (a) alleges that the default notice was not served;
- (b) disputes the amount specified in a default notice or whether the default notice was rectified;
- (c) has a dispute about Fix My Credit's communications leading up to the issue of the default notice.

## 19. COMPLAINTS INVOLVING HARDSHIP OR POSTPONEMENT REQUESTS

19.1 Fix My Credit treats Complaints involving hardship notices or postponement requests as urgent matters and these are prioritised over other Complaints. Fix My Credit has a dedicated email address for hardship notices to ensure these are prioritised.

19.2 Fix My Credit's Hardship Policy provides further information regarding how Fix My Credit deals with hardship notices, including how to identify and respond to hardship notices.

## 20. COMPLAINT MANAGEMENT DELAYS

**20.1** Fix My Credit is not required to provide a Consumer with an IDR Response within the IDR timeframe where:

- (a) there has been no reasonable opportunity to provide the IDR Response within the IDR timeframe because:
  - (i) the resolution of the Complaint is particularly complex, for example, the individual Complaint is about a transaction or event that occurred more than six (6) years ago and requires reconstruction of account information; and/or
  - (ii) circumstances beyond Fix My Credit's control are causing Complaint management delays, for example, the Consumer is waiting on a medical appointment that Fix My Credit reasonably requires the Consumer to attend or the Consumer is unable to respond to Fix My Credit due to illness or absence; and
- (b) an IDR Delay Notification has been sent to the Consumer prior to the expiry of the IDR timeframe (ie: thirty (30) calendar days).

**Note.** *Complaint management delays caused by authorised representatives of Fix My Credit is not a valid reason for Fix My Credit to have not provided an IDR Response within the required timeframe.*

**20.2** The IDR Delay Notification must inform the Consumer about:

- (a) the reasons for the delay;
- (b) their right to complain to AFCA if they are dissatisfied; and
- (c) the contact details for AFCA.

**20.3** Please refer to Appendix 4 for a template IDR Delay Notification.

**20.4** The exceptions to providing an IDR Response outlined in 20.1 and 0 do not prevent the Consumer from escalating their Complaint to AFCA and do not affect AFCA's ability to register a Complaint.

## SECTION D Record Keeping

### 21. COMPLAINTS REGISTER

**21.1** A Complaints Register is to be compiled and managed by the Complaints Officer.

**21.2** A copy of the Complaints Register is to be provided to the Director on a quarterly basis for review.

**21.3** The Complaints Officer must maintain a soft copy record of the Complaints Register.

### 22. COMPLAINTS DATA

**22.1** Fix My Credit must provide reports about Complaints data on a quarterly basis to Fix My Credit's Director.

**22.2** These reports should include:

- (a) the number of Complaints received;
- (b) the number of Complaints closed;
- (c) the circumstances giving rise to Complaints;
- (d) the time taken to acknowledge Complaints;
- (e) the time taken to resolve or finalise Complaints;
- (f) Complaint outcomes, including:
  - (i) the number of Complaints resolved;
  - (ii) the number of Complaints unresolved;
  - (iii) the number of Complaints that were abandoned or withdrawn; and
  - (iv) details of amounts paid to Consumers to resolve Complaints;
- (g) possible systemic issues identified;
- (h) the underlying causes of Complaints;
- (i) Complaint trends;
- (j) the number of Complaints escalated to AFCA; and
- (k) recommendations for improving services.

## **23. IDENTIFYING AND RECORDING SYSTEMIC ISSUES**

**23.1** The Complaints Officer aims to identify any systemic issues or recurring Complaints as a result of compiling the Complaints Register.

**23.2** Where any systemic issues or recurring Complaints are identified, these are notified to the Director by preparing a report to accompany the Complaints' Register. The report must include metrics and analysis of Consumer Complaints including the systemic issues identified through those Complaints. This encourages the identification of compliance issues or risks, which can be investigated to determine their causes and then rectified.

**23.3** The Director must ensure that prompt action is taken to rectify systemic issues and:

- (a) identify affected Consumers; and
- (b) provide fair remediation to affected Consumers.

**23.4** Fix My Credit must:

- (a) encourage and enable staff to escalate potential systemic issues identified from individual Complaints;
- (b) regularly analyse Complaint data to identify systemic issues;
- (c) promptly escalate potential systemic issues for investigation and action; and
- (d) report internally on the outcome of investigations, including actions taken, in a timely manner.

**23.5** Where any systemic issue results in a breach of Fix My Credit's obligations under its AFSL, the Corporations Act or any other financial services laws; the breach is reported by the Compliance Officer in accordance with Fix My Credit's Breaches and Incidents Reporting Policy.

## 24. COMPLIANCE AUDITS

24.1 Fix My Credit must undertake compliance audits at least annually, unless the number of Complaints is very small.

## SECTION E Remedies

## 25. TYPES OF REMEDIES AVAILABLE FOR RESOLVING COMPLAINTS

25.1 If the Complaints Officer is of the opinion that a Complaint requires a remedy, the matter must be referred to the Director to make a determination. The Director is appropriately authorised to determine and approve any remediation to be paid to Consumers.

25.2 In determining the appropriate remedy, the Director considers a broad range of remedies to facilitate the fair and efficient resolution of the Complaint, including:

- (a) an explanation of the circumstances giving rise to the Complaint;
- (b) an apology;
- (c) provision of assistance or support;
- (d) a refund or waiver of a fee or charge;
- (e) a goodwill payment;
- (f) a compensation payment;
- (g) a waiver of debt;
- (h) correcting incorrect or out of date records;
- (i) changing the terms of a contract; and
- (j) undertaking to set in place improvements to Fix My Credit's systems or procedures.

## 26. CLOSING COMPLAINTS

26.1 Fix My Credit should record the Complaint outcome, Complaint remedy and financial compensation amount (if any).

26.2 Fix My Credit must ensure that Complaint records are retained for a minimum of seven (7) years and stored securely in accordance with applicable record-keeping and privacy obligations.

## SECTION F External Dispute Resolution

## 27. AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

- 27.1** Fix My Credit is a member of AFCA. Fix My Credit's AFCA membership number is 83026. If membership with AFCA is changed or cancelled, Fix My Credit must notify ASIC within ten (10) business days of the change.
- 27.2** Where Fix My Credit has failed to renew its AFCA membership or where its AFCA membership has been cancelled because of failure to pay membership fees, non-compliance with the Terms of Reference or decision of AFCA, Fix My Credit will prepare a written report to ASIC within three (3) business days of the change.
- 27.3** The Compliance Officer ensures Fix My Credit's AFCA membership is renewed on the appropriate date.
- 27.4** Fix My Credit liaises with AFCA and ensures full cooperation with it.
- 27.5** Fix My Credit must provide details about how a Consumer can access AFCA including:
- (a) its website; and
  - (b) email.

## 28. POLICY REVIEW

- 28.1** This Policy is reviewed on at least an annual basis by the Compliance Officer, having regard to the changing circumstances of Fix My Credit. The Compliance Officer then reports to the Director on compliance with this Policy.