



## **Direct Debits: Shadow Shopping Exercise**

A review into the operation of clause 20.1 of the Mutual Banking Code of Practice



March 2011

## **About the Code Compliance Committee (CCC)**

In July 2009, Abacus Australian Mutuals ("Abacus"), the official industry body for the Australian mutual financial services sector launched the Mutual Banking Code of Practice ("the Code"). This voluntary Code is designed to establish and improve service delivery and business practices for those credit unions and mutual building societies that subscribe to it ("Mutuals").

The Code also created an independent code monitoring body, the Code Compliance Committee ("the CCC"). The CCC commenced its role in October 2009, ensuring that Mutuals meet the standards of good practice they agreed to adopt.

The CCC has appointed the Financial Ombudsman Service ("FOS") as its compliance manager to assist it in overseeing compliance with the Code through the implementation of a code compliance program.

This compliance program has three core activities: monitoring, investigating, and influencing.

Alongside the key functions of monitoring and investigating the CCC's influencing role involves undertaking research into a particular requirement or requirements of the Code and reporting on those findings to influence and encourage positive changes in industry practices and promote industry improvements.

This Report describes the results of a recent review of Direct Debits obligations under the Code and provides a number of initial recommendations.

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## Executive Summary

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Direct debits are a popular and convenient method of managing payments used by consumers and businesses. The volume of transactions has grown steadily over the past 5 years<sup>1</sup>, and in 2010, the average number of direct debit transactions was 2.3 million per business day with an average value per business day totalling \$19.3 billion (AUD)<sup>2</sup>.

Under Clause 20.1 of the Code, Mutuals agree to promptly stop a direct debit facility linked to a member's transaction account (as opposed to a credit card) whenever the member asks the Mutual to do so. The ability to cancel a direct debit is a powerful right that allows members to retain control over their accounts. Referring a member to the debiting merchant or service provider instead would not comply with the Code.

Both the Financial Ombudsman Service (FOS)<sup>3</sup> and Abacus<sup>4</sup> have previously taken steps to highlight these obligations to Mutuals and in August and November 2010 the CCC conducted a shadow shopping review to assess the level at which Mutuals were complying with Clause 20.1 of the Code.

The August 2010 review found that, an average of 7 out of 10 of Mutuals surveyed provided incorrect or inadequate advice at their call centre level on this issue. The CCC shared these findings with Mutuals and key stakeholders. In November 2010 the CCC retested the original sample of Mutuals and found a ten percent (10%) improvement in Mutuals' practices (with 4 out of 10 being fully compliant). This improvement level did not meet the CCC's expectations.

Based on these findings the CCC recommends that all Mutuals ensure that all their staff are adequately trained and understand the obligations under the Code and

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<sup>1</sup> Australian Payments Clearing Association (APCA) Annual Review 2009, p. 23, retrieved on 10 August, 2010 from [http://www.apca.com.au/AR2009/pdf/apca\\_2009\\_annual\\_review.pdf](http://www.apca.com.au/AR2009/pdf/apca_2009_annual_review.pdf)

<sup>2</sup> APCA Annual Review 2010, p. 33, retrieved on 11 January, 2011 from [http://www.apca.com.au/AR2010/apca\\_ar2010.pdf](http://www.apca.com.au/AR2010/apca_ar2010.pdf)

<sup>3</sup> Financial Ombudsman Service, Banking and Finance: *Bulletin 60*, pp. 5-6, retrieved on 20 August, 2010, from [http://www.fos.org.au/centric/home\\_page/publications/bulletins/banking\\_finance\\_bulletins.jsp](http://www.fos.org.au/centric/home_page/publications/bulletins/banking_finance_bulletins.jsp)

<sup>4</sup> APCA *The Ins and Outs of Direct Debit* retrieved on 20 August, 2010 from [http://www.apca.com.au/Public/apca01\\_live.nsf/ResourceLookup/Direct\\_Debit\\_Brochure\\_2009.pdf/\\$File/Direct\\_Debit\\_Brochure\\_2009.pdf](http://www.apca.com.au/Public/apca01_live.nsf/ResourceLookup/Direct_Debit_Brochure_2009.pdf/$File/Direct_Debit_Brochure_2009.pdf)

the Bulk Electronic Clearing System<sup>5</sup> (“BECS”) rules developed by the Australian Payments Clearing Association’s (“APCA”).

A copy of the CCC’s report will be published on its website and shared with key stakeholders, including all Code subscribers, [Abacus Australian Mutuals](#), the chair of the Mutual Banking Code Compliance Committee Association (MBCCCA), the [Australian Payments Clearing Association \(APCA\)](#) and the [Australian Securities and Investments Commission \(ASIC\)](#). We have also prepared a sample shadow shopping script to assist Mutuals in conducting their own compliance reviews (see Annexure A).

## **Purpose and Scope**

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### **The purpose of this review was**

- to ascertain the extent to which Mutuals complied with Clause 20.1 of the Code, and
- to gather the range of responses provided to the shadow shopper and test the shadow shopper’s experience against the requirements set by the Code.

### **The scope**

- Code subscribing mutuals (“Mutuals”)<sup>6</sup>;
- Direct Debit Requests (DDR)
- Requests to process a direct debit cancellation
- Transaction accounts, and
- Mutuals’ call centres<sup>7</sup>

### **Considered outside of scope**

- Processing of complaints about unauthorized or irregular direct debits
- Credit Card accounts
- Debit Card transactions<sup>8</sup>, and
- Compliance assessment against the Bulk Electronic Clearing System (BECS) rules.

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<sup>5</sup> APCA members are required to comply with the APCA BECS Rules –for further details see Annexure A to this report.

<sup>6</sup> A list of Mutuals can be found at <http://www.cccmutuals.org.au/code-subscribers/>

<sup>7</sup> Each Mutual that was “shadow shopped” has been provided with a copy of this report and notified individually with their results in the review.

<sup>8</sup> Debit cards using the scheme account number (i.e. Visa or MasterCard card number) are not covered by the direct debits requirements of the Code. However, debit cards are covered if the underlying account number and BSB are provided to facilitate the direct debit request.

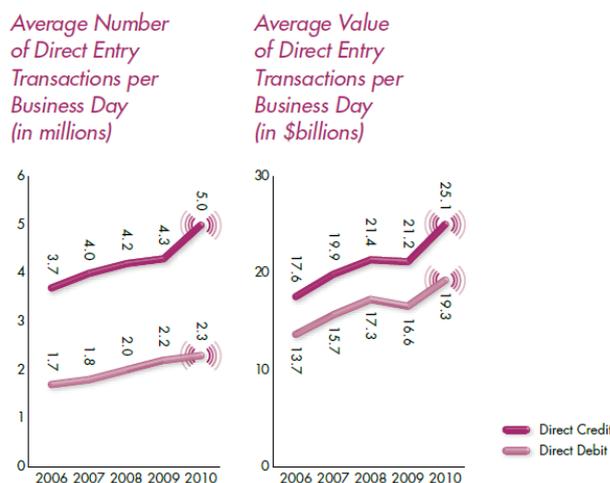
## Overview

### Direct debit

Direct debit is a simple and convenient way for consumers to make regular payments straight out of their financial institution account. It is most often used for regular transactions like mortgage repayments, insurance premiums and utility bills. To pay by direct debit, consumers need to complete a Direct Debit Request (DDR) authority with the business or company (the biller) that they wish to pay. The DDR gives the biller permission to collect payments from the consumer's account on a regular agreed date without the consumer having to manually arrange a payment. Once the biller has initiated the collection process payment is made through the financial institution where the consumer's account is held.

Billers that accept DDRs from consumers are known as Debit Users. There are some 18,000 Debit Users in Australia.

According to APCA 2010 Annual Report, the average direct debit transaction volume has grown steadily from 1.7 million per day in 2005 to 2.3 million per day in 2010<sup>9</sup> with an average value of processed direct debits per business day of \$19.3 billion (AUD) in 2010<sup>10</sup>.



Source: APCA Annual Review 2010<sup>11</sup>

<sup>9</sup> APCA Annual Review 2010, p. 33, retrieved on 11 January, 2011 from [http://www.apca.com.au/AR2010/apca\\_ar2010.pdf](http://www.apca.com.au/AR2010/apca_ar2010.pdf)

<sup>10</sup> APCA Annual Review 2010, p. 33.

<sup>11</sup> APCA Annual Review 2010, p. 33.

Given the significant volumes and values associated with direct debit transactions, the CCC and APCA consider the Code's application to those transactions to be an important aspect of the overall applicable consumer protection framework<sup>12</sup>.

In that regard:

- under Clause 20.1 of the Code, the Mutuals are required to stop a direct debit facility linked to a member's transaction account promptly upon request by that member
- while it may be considered good practice and common courtesy for a Mutual's member to notify the debiting business or merchant of the change in the payment method, Mutuals should not be directing or suggesting to their members that they should first raise the request directly with the business or merchant, and
- the ability to stop or cancel a direct debit request (DDR) via a Mutual is a powerful safeguard for members, especially for those in financial difficulty. In part it allows them to end a commercial arrangement independently, away from potential confrontation or sales pressures from the merchant or service provider. In addition, such members may be placed in further difficulty if a Mutual was to reject or fail to act on a request to stop a direct debit and/or where exception and penalty fees are subsequently imposed on the account.

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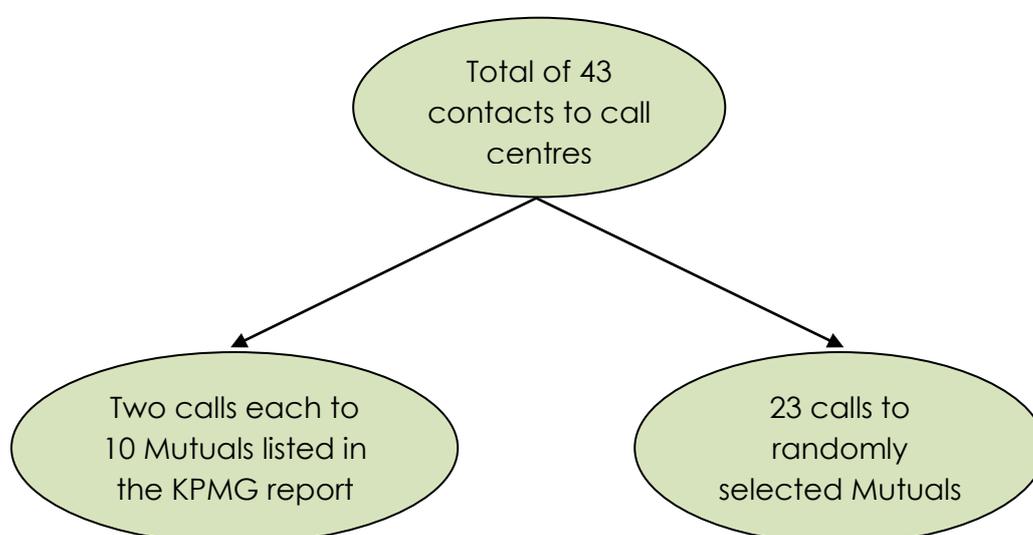
<sup>12</sup> Code Compliance Monitoring Committee, Direct Debits report, p. 16, retrieved on 10 August, 2010 from [http://www.codecompliance.org/uploader/ccmc\\_retrievefile.aspx?pid=15](http://www.codecompliance.org/uploader/ccmc_retrievefile.aspx?pid=15)

## Our Findings

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The CCC conducted two shadow shopping exercises (in August and November 2010) across selected subscribing Mutuals to determine the extent to which Mutuals' staff members were complying with Clause 20.1 and correctly advising customers on how to cancel a direct debit arrangement.

In each exercise, 43 calls were made across 33 call centres. Ten (10) of these call centres were Mutuals named in KPMG's 2009 report "Top 15 largest building societies and credit unions"<sup>13</sup> – the CCC shadow shopped these call centres twice.



The locations of the selected Mutuals were as follow:

ACT	NSW	NT	QLD	SA	TAS	VIC	WA	TOTAL
1	12	1	5	3	1	8	2	33

The shadow shopping process involved a telephone contact to the selected call centres or relevant branches with a general enquiry regarding the cancellation of a direct debit request. This review also gathered additional information in relation to:

- fees
- the time period for the DDR cancellation to take effect, and
- general observations regarding service standards.

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<sup>13</sup> KPMG, Building Societies and Credit Unions: 2009, p. 2, retrieved on 2 August, 2010 from [http://www.apca.com.au/AR2009/pdf/apca\\_2009\\_annual\\_review.pdf](http://www.apca.com.au/AR2009/pdf/apca_2009_annual_review.pdf)

The CCC used a template enquiry script (based on a fictional mobile telephone contract with a direct debit facility) to ensure a consistent, comparable and robust approach (see Annexure A).

The compliance assessment was based on a review of the responses provided by call centre staff which were classified into three possible outcomes:

- Compliant – Mutual meets the requirements of the Code
- Non-Compliant (Partial) – Mutual staff recommended that the cancellation should be lodged with the merchant first and if there was a problem the member could return to the Mutual to cancel the direct debit, and
- Non-Compliant (Full) – Mutual staff did not accept the cancellation request and advised that the cancellation could only be lodged with the service provider or merchant.

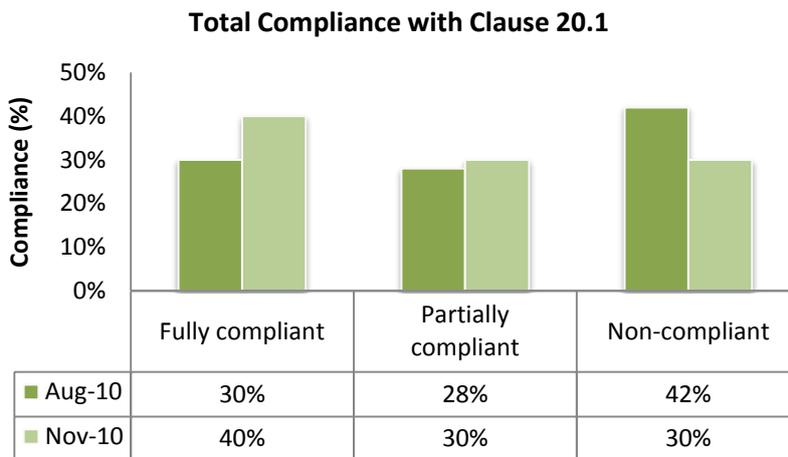
The key determinant was whether the shadow shopper was directed by the Mutual to initially refer their request for the cancellation of the direct debit to their service provider or merchant – which is in contravention of Clause 20.1 of the Code:

Example of responses provided	Compliance with Clause 20.1
<b>Yes</b> , you can cancel the direct debit facility with us; however, you should also contact your mobile service provider.	Fully compliant <b>(F)</b>
<b>No</b> , you should go to your mobile service provider first and only if you have difficulties there, you can contact us to cancel your direct debit facility with us.	Partially compliant <b>(P)</b>
<b>No</b> , you have to go to your mobile service provider to cancel your direct debit.	Non-compliant <b>(N)</b>

Overall, the November 2010 exercise identified that despite the August review Mutuels still failed to achieve compliant outcomes in 6 out of 10 of our shadow shopper contacts<sup>14</sup>.

<sup>14</sup> The total number of responses that were either non-compliant (full) or non-complaint (partial) was 26 out of a total sample size of 43.

## The Results



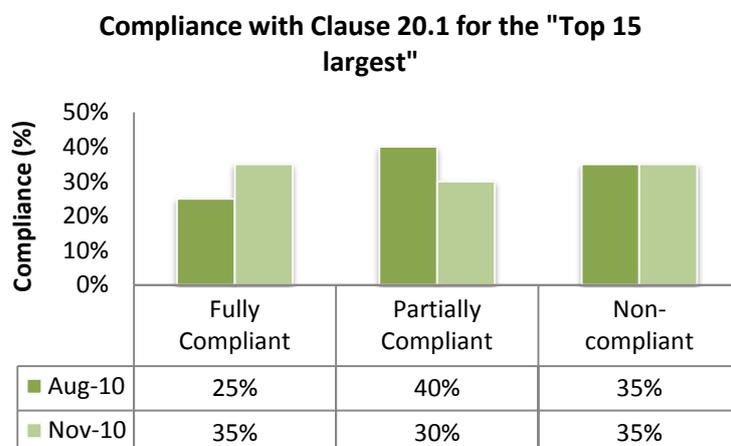
The August 2010 report (using the same processes as in this, November 2010, review – and subsequently shared with the Mutuals) had found that that 7 out of 10 Mutuals surveyed had provided incorrect or inadequate advice in relation to the cancellation of a direct debit request.

While the November 2010 follow up review found a ten percent (10%) improvement in Mutuals' practices (with 4 out of 10 being fully compliant) this level of change fell short of the CCC's expectations.

The analysis of the ten call centres that were included in KPMG's 2009 "Top 15 largest" report and the other randomly selected Mutuals identified that:

Across 20 contacts made to Mutuals rated in the "Top 15 largest", only 5 contacts (25%) were fully compliant in the **August 2010** review.

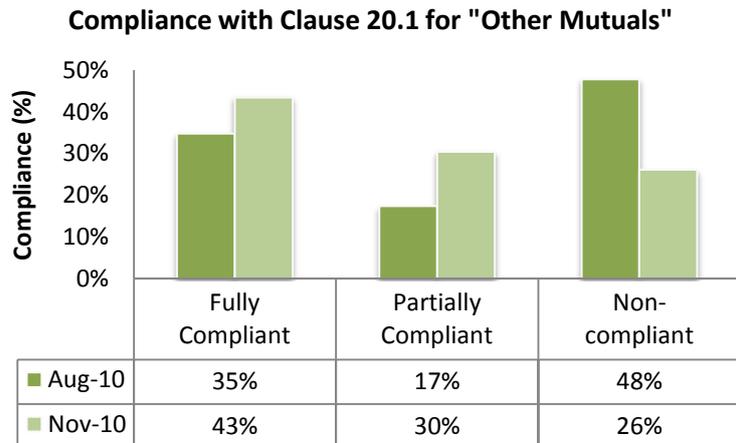
In the **November 2010** review, the CCC found a 10% improvement in these Mutuals' practices (up to 35% fully compliant).



The analysis of the other randomly selected Mutuels identified that:

In the **August 2010** review, 35% of the randomly selected Mutuels reviewed were fully compliant across the 23 contacts made.

In the **November 2010** review the CCC found that 43% of the Mutuels' reviewed were fully compliant.



## Observations

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- The ability to cancel direct debits varied across the Mutuels surveyed. Some Mutuels allowed members to cancel:
  - on the phone as long as they were registered for telephone banking
  - by fax
  - by e-mail, or
  - at branch networks.
- The majority of Mutuels sampled required members to put the request in writing for the cancellation to take effect. In some cases a letter or form could be faxed or emailed as an attachment. Alternatively, the member could attend a branch to lodge the request.
- Cancellation via internet banking was not available.
- All Mutuels that advised they could cancel a DDR said the cancellation would take effect within 24 hours of the member requesting the cancellation.
- Two Mutuels charged a fee for processing a cancellation or stop. One Mutual charged a \$12.50 "cancellation fee" and the other charged a fee of \$15.38 for each stop request.
- Overall, even though some customer service representatives (CSRs) gave incorrect information, they were very friendly and professional and the majority of calls were answered within one minute.

## Examples of Responses from Mutuals' Customer Service Representatives

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### **Fully Compliant**

- *CSR advised that the DDR could be cancelled directly with the Mutual, however it was best to also advise the phone provider that the DDR had been cancelled to avoid the fees charged on phone accounts for a rejected DDR.*
- *CSR was happy to cancel DDR immediately and requested the telephone banking password to proceed with the DDR cancellation. CSR advised that there was no fee to cancel the DDR with the Mutual and said that the cancellation would be effective in 24 hours.*
- *CSR advised that in order to cancel the DDR, the shadow shopper would need to visit a branch to complete a cancellation request form. CSR further advised that the shadow shopper bring in a copy of the telephone bill and contact details for the phone company so that the branch staff could contact the phone company and advise that the DDR on the account had been cancelled for future direct debits.*
- *CSR advised that to cancel the DDR, the shadow shopper needed to put the request in writing as a signature was required for the cancellation to take effect. The request could be faxed or emailed as an attachment and the CSR provided the relevant fax number and email address. The CSR also suggested that the shadow shopper should contact the phone company to inform them that a DDR was no longer applicable and to arrange for an alternative payment method.*

## **Partially Compliant**

- *CSR advised that as the shadow shopper had set up and authorised the phone company to take payments from the account monthly, the shadow shopper would need to speak to the provider to cancel the DDR. However, if that was unsuccessful in cancelling the DDR, the shadow shopper could contact the Mutual and it would then cancel the DDR.*
- *CSR said that the shadow shopper would need to contact the phone company first to cancel the DDR as the DDR was set up by the phone company. CSR added that if the phone company still continued to debit account, the shadow shopper could then write to the Mutual to request it to stop the direct debit on the account. The CSR provided details on what to include in the letter.*
- *CSR advised the shadow shopper that the first point of contact would be the phone company as the DDR was set up by the phone company. The CSR said that if the shadow shopper had no luck with cancelling it with the phone company, the shadow shopper could request the Mutual to cancel the DDR. However, the shadow shopper would need to show proof that they had tried to cancel the DDR with the phone company (i.e. provide the Mutual with a copy of the letter to the phone company requesting the DDR cancellation) and that they had been unsuccessful.*
- *CSR was unsure about the process for cancellation. The CSR initially advised that the Mutual could cancel the DDR and said that chances were that the phone company would still try to debit the account. However, when the shadow shopper asked for further details on how to cancel, the CSR changed the advice and directed the shadow shopper to the phone company to cancel the DDR.*

## **Non-compliant**

- *CSR advised that only the phone company could cancel the DDR as the shadow shopper had authorised the phone company to debit the account and it was set up by the phone company. The CSR added that the Mutual acts as a "middle man" and only the phone company could cancel the arrangement.*
- *CSR said that as the DDR was initiated by the phone company, only the phone company had the authority to cancel it. The CSR advised that if the payment had been arranged by the Mutual, then the Mutual could cancel it. CSR added that, for future reference, it was best to organise any DDR arrangements directly with the Mutual as it was easier to make changes to the account.*
- *CSR directed the shadow shopper to the phone company to cancel the DDR. The CSR said that only the phone company could cancel the DDR and the arrangement had nothing to do with the Mutual. The CSR also advised that once the shadow shopper had cancelled the DDR with the phone company, the shadow shopper should also contact the Mutual to put a stop on the account as a precaution.*
- *CSR said that the shadow shopper had to speak to the phone company as the shopper had entered into an agreement with the phone company and would therefore need to sort it out with the provider. The CSR said that it was not the responsibility of the Mutual as the shopper had changed their mind and did not want the phone company to debit the account. The CSR did mention putting a permanent stop on the account but when asked for further details said that it would be best for the shopper to discuss it with the phone company.*

## Conclusion

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The aim of this review was to effect positive compliance improvements so that members of Mutuals are able to cancel direct debits in accordance with Clause 20.1 of the Code.

In order to address the issues identified in the review, the CCC will provide an electronic copy of this report to all Mutuals and provide them with an opportunity to discuss the findings. The CCC will also refer the Mutuals to APCA's resources on DDRs and remind the Mutuals about their commitments under the Code.

In addition, the following is a list of further recommendations that Mutuals may wish to consider to improve their compliance in this area:

- ensuring appropriate information is available for staff to understand the Mutual's key obligations and processes required to stop a direct debit facility linked to a transaction account, and
- increasing staff awareness regarding the impact of incorrect advice, particularly upon members experiencing financial hardship.

## Annexure A

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### Sample Script for shadow shopping

#### SAMPLE QUESTIONS

1. "I have a monthly direct debit of \$49 with a mobile phone company that comes out of my *[include nominated account description]*. I gave my phone company my BSB and account number when I initially signed up. I am thinking about stopping the direct debit. How can I do it?"
2. "Can I just tell you to cancel it, or do I have to contact my mobile phone company?"
3. "Can I cancel the direct debit by telephone or the internet - or do I have to complete a form or come to your office/branch?"
4. "Is there a fee? If so how much is it?"
5. "How long before the cancellation takes effect?"

#### Some useful tips on conducting the shadow shopping exercise

- The scenario should relate to a request for information on how to stop a direct debit linked to a transaction account.
- Select a suitable business or merchant for the scenario. For example, the CCC used a scenario where the shadow shopper/"member" stated they had established a direct debit by completing an authority form with an unnamed mobile phone company as part of the phone contract sign up process.
- Ensure that the account in question is a normal Mutual transaction account, not a credit card (as the obligation under the Code only applies to transaction accounts). Where a credit card is involved a member must inform the merchant or service provider of the cancellation, in this case the mobile phone company.
- To achieve a compliant outcome, the Mutual's staff need to advise the shadow shopper/"member" that after proper identification of the member, the direct debit will be stopped by the Mutual.
- In constructing the dialogue with the Mutual, the shadow shopper/ "member" should also anticipate what other additional information a real member might request and incorporate this into the shadow shopping conversation.

For example:

1. the different ways how a direct debit can be stopped
  2. any fee (if applicable) for the stop, and
  3. how long it takes for the stop to take effect.
- If the Mutual's staff ask for account details, the shadow shopper/"member" should politely decline saying that at this stage they only want some basic information on the cancellation process.
  - The shadow shopper's/"member's" request should be focused on a permanent stop or cancellation of the direct debit. Accordingly, the shadow shopper/"member" should note if the Mutuals is only offering a temporary stop instead of a cancellation. If only a temporary stop is offered, the shadow shopper/"member" should seek further information e.g. the duration of the stop and how to permanently stop the direct debit.
  - In some cases, the Mutual's staff may direct the shadow shopper/"member" to first raise the request directly with the merchant/service provider before providing any further assistance on behalf of the Mutual. The Mutual's staff may also suggest that if the request to the merchant or service provider is unsuccessful, the shadow shopper/"member" should then contact the Mutual again to stop the direct debit. The shadow shopper/"member" should note when this occurs as this is only partially Code compliant.
  - The shadow shopper/"member" should seek further information about how the direct debit can be stopped, e.g. by telephone, in writing (either using a form or by letter), over the internet or at a branch. The Mutual may also request that the shadow shopper/"member" also contact the mobile phone company to advise them of the change in the payment method.
  - The shadow shopper/ "member" should record all of the questions that were asked and try to keep the conversation flowing naturally using the answers provided by the Mutual.

## **Extracts from the Mutual Banking Code of Practice**

### **Clause 20: Stopping direct debit and recurring payment arrangements**

20.1 *We will promptly stop a direct debit facility linked to your transaction account with us whenever you ask us to do so.*

## **Summary of relevant sections of the BECS procedures**

### **Cancellation of direct debits**

*Clause 7.12(h) of the BECS procedures requires a customer's bank (Ledger FI) to:*

- 1. Accept an instruction in writing, or in any such form as it determines, from a customer to cancel a direct debit;*
- 2. Act on that instruction by promptly forwarding a cancellation request to the debit user's bank (Sponsor); and*
- 3. Ensure, as far as practicable, that no further debits under the relevant debit authority are posted to the customer's account.*

## Annexure B

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### Additional observations

The following is a list of further recommendations that Mutuals may wish to consider to improve their compliance with Clauses 20.2 and 20.3 of the Code:

- improving the information and resources available to both staff and members to provide a clear understanding of how members can dispute a transaction and recover unauthorised direct debits, and
- immediately communicating to staff members and providing additional training if required to address any knowledge and skill gaps in call centres and branch networks regarding stopping direct debits.

### Extracts from the Mutual Banking Code of Practice

#### **Clause 20: Stopping direct debit and recurring payment arrangements**

20.2 *We will accept and process your complaint that a direct debit facility was not authorised or is otherwise irregular. However, we may request that you endeavour to resolve the complaint with the merchant or supplier first.*

20.3 *Where possible, we will assist you to seek a chargeback of any unauthorised payments debited to your scheme credit or debit card account (e.g. MasterCard, AMEX or VISA card) pursuant to a recurring payment arrangement. The situation may occur, for instance, where payments continue to be debited to your account even though you have cancelled the recurring payment arrangement (also see Clause 21: Seeking a Chargeback on your behalf).*

## Summary of relevant sections of the BECS procedures

### Unauthorised or irregular direct debits

Clause 7.8 sets out the claim procedures for Ledger FIs and Sponsors to follow when a complaint is received from their customer that a direct debit is unauthorised or irregular:

1. When a customer approaches the Ledger FI, the bank must, after determining that the claim appears valid, obtain a customer claim form from the customer;
2. The Ledger FI must then forward the claim and claim request to the debit user's Sponsor, demanding payment;
3. The Sponsor must forward the claim to the debit user and require the debit user to provide evidence to support its authority to effect the direct debit;
4. The Sponsor must then respond to the Ledger FI in respect of the claim:
  - a) in the case of disputed debits no older than 12 months, within 5 business days; and
  - b) in the case of all other disputed debits, within one month.
5. The Ledger FI must inform the customer of the Sponsor's response within one business day of the expiry of the period for the Sponsor's response;
6. If the Sponsor accepts the claim, or fails to respond within the specified time, the Ledger FI may refund the customer and draw on the Sponsor's claims account;
7. If the Sponsor refuses the claim, for example because the debit user claims it was authorised, and the customer still wishes to dispute the debit, the Ledger FI will again write to the Sponsor;
8. The Sponsor and Ledger FI must "use reasonable endeavours to resolve the dispute"; and
9. There is an option for an unresolved matter to be referred to a Management Committee constituted under the BECS regulations.

## Contacting the CCC

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### **If you have a complaint**

If you believe that a Mutual has breached the Mutual Banking Code of Practice, and they have subscribed to the Code, then you can:

1. Telephone CCC General Enquiries on 1300 780 808 \*
2. Write to the CCC, care of:  
Executive Manager  
Code Compliance Committee  
PO Box 14240  
Melbourne VIC 8001
3. Lodge a complaint via our online complaint form at [www.cccmutuals.org.au](http://www.cccmutuals.org.au)

### **If you have a general enquiry**

You can contact us directly using the postal address and telephone details above. You can also email your enquiry to us at [ccc@fos.org.au](mailto:ccc@fos.org.au) \*

### **If you want to pass on some feedback**

You can call us on 1300 780 808\* between 9am and 5pm (Melbourne time) or use our email address [ccc@fos.org.au](mailto:ccc@fos.org.au) \*

### **If you want to know more about the Mutual Banking Code of Practice**

If you would like to know more about the Code, you can see it on our website or alternatively have a look at the Abacus Australian Mutuals website at [www.abacus.org.au](http://www.abacus.org.au)

### **If you have a media enquiry**

Any media inquiries regarding the Committee's work should be referred to the Executive Manager, Damian Paull, at [dpauill@fos.org.au](mailto:dpauill@fos.org.au) \*, or by telephone on 1300 780 808\*.

General information about our work is available via our website [www.cccmutuals.org.au](http://www.cccmutuals.org.au).

\*CCC has appointed the Financial Ombudsman Service (FOS) as its compliance manager to carry out its day to day functions, including initial receipt of telephone calls, emails etc.