

## **Westpac Group's Expectations – Authorised Third-Party Representatives (ATP)**

It is Westpac Group's priority to support its customers fairly and respectfully. When Westpac Group's customers engage an ATP to deal with us, that decision is respected.

Westpac Group's Expectations when dealing with ATPs are so that the relationships between Westpac Group, the ATP and the customer is conducive to acting in the customers' best interests.

Westpac Group expects all ATPs to meet the below Expectations. Failure to do so will result in Westpac Group contacting our customers directly.

### **1. Licensing**

If the ATP is providing paid Debt Management Services or Credit Repair Services, Westpac Group expects that the ATP will have obtained and continue to hold the appropriate credit licence issued to it by the Australian Securities and Investments Commission (**ASIC**). The ATP will:

- 1.1 on Westpac Group's request, provide documents to show that the credit licence is current
- 1.2 on Westpac Group's request, provide documents to show that the ATP is a member of AFCA
- 1.3 immediately inform Westpac Group of:
  - (a) any change to its credit licence.
  - (b) any decision by AFCA to exclude the ATP from its services.

### **2. Authority**

Westpac Group will only engage with an ATP once it receives a written and signed authority from our customer to deal with the ATP (**Authority**). Westpac Group prefers the use of its ATP Form, which can be found on:

Westpac:

[https://www.westpac.com.au/content/dam/public/wbc/documents/pdf/aw/sustainability/Authorised\\_Third\\_Party\\_Form\\_WBC.pdf](https://www.westpac.com.au/content/dam/public/wbc/documents/pdf/aw/sustainability/Authorised_Third_Party_Form_WBC.pdf)

St George:

[https://www.stgeorge.com.au/content/dam/stg/downloads/Authorised\\_Third\\_Party\\_Form\\_SGB.pdf](https://www.stgeorge.com.au/content/dam/stg/downloads/Authorised_Third_Party_Form_SGB.pdf)

Bank of Melbourne:

[https://www.bankofmelbourne.com.au/content/dam/bom/downloads/Authorised\\_Third\\_Party\\_Form\\_BOM.pdf](https://www.bankofmelbourne.com.au/content/dam/bom/downloads/Authorised_Third_Party_Form_BOM.pdf)

BankSA:

[https://www.banksa.com.au/content/dam/bsa/downloads/Authorised\\_Third\\_Party\\_Form\\_BSA.pdf](https://www.banksa.com.au/content/dam/bsa/downloads/Authorised_Third_Party_Form_BSA.pdf)

Once the Authority has been received by Westpac Group:

- 2.1 Westpac Group will not deal with our customer directly unless:
- (a) the customer cancels the Authority
  - (b) the customer asks Westpac Group for direct contact
  - (c) the ATP confirms that it no longer holds the Authority to represent the customer
  - (d) Westpac Group believes that the ATP has not complied with these Expectations
  - (e) the ATP has been excluded from AFCA from representing a customer.

2.2 will expect that the ATP will meet these Expectations.

### 3. **Communication**

3.1 Westpac Group will communicate with the ATP:

- (a) respectfully and with courtesy
- (b) as efficiently as possible and will respond to requests:
  - i. as required to meet our timeframe obligations at law or within industry guidelines; or
  - ii. otherwise, within 14 days
- (c) fairly and with cooperation.

3.2 ATPs will communicate with Westpac Group:

- (a) respectfully and with courtesy
- (b) as efficiently as possible and will endeavour to respond to requests within 21 days
- (c) fairly and with cooperation.

3.3 It is expected that the ATP will provide all responses and documentation requested by Westpac Group as soon as practically possible. If the documentation is not provided within a stipulated timeframe, Westpac Group may:

- (a) follow up its request with the ATP; or
- (b) automatically decline the ATP's request made on behalf of the customer.

3.4 It is expected that the ATP will inform our customers of **all** available options, offers of settlement, offers of hardship assistance or credit proposals that we make promptly.

3.5 Should an ATP interact with Westpac Group's team aggressively, use inappropriate language or make offensive statements, the result will be an immediate termination of that communication.

### 4. **Acting in Customers' Best Interests**

Westpac Group expects all ATPs to act in the best interests of our customers. There are a number of circumstances which will form the basis of Westpac Group forming the reasonable belief (unless shown to the contrary) that the ATP is not acting in the best interests of our customers. These circumstances include, but are not limited to:

4.1 Providing advice to our customers to cease making payments to Westpac Group, as this has or will adversely impact our customers (eg. negative credit reporting).

- 4.2 Failing to provide to our customers any of our offers of settlement, offers of hardship assistance or credit proposals.
- 4.3 Failing to provide documentation or providing incomplete documentation for Westpac Group to assess the availability of options to assist the customer.
- 4.4 Failing to inform our customer of potential risks and consequences of a course of action that the ATP may be pursuing (eg. offers of refinance which include onerous terms (eg. high interest rates; short term); risk of enforcement action; failing to prioritise the customers' objectives or interests).
- 4.5 If the conduct, advice or decisions of the ATP is:
  - (a) likely to adversely impact the customers' liabilities; or
  - (b) misleading or deceptive when engaging with either Westpac Group or the customer.
- 4.6 Complaints and/or requests designed to create unnecessary delay, including but not limited to:
  - (a) making multiple complaints with baseless assertions against Westpac Group; and/or
  - (b) repeated requests for documentation already provided by Westpac Group.
- 4.7 It comes to Westpac Group's attention that the ATP has engaged in unfair contracting practices with our customer, including but not limited to, securing payment of fees against our customers' property.

## 5. ***Contacting Customers Directly***

- 5.1 If Westpac Group forms the reasonable view that it can no longer engage with the ATP, due to its failure to meet these Expectations or the ATP is not acting in the best interests of the customer, Westpac Group may:
  - (a) give notice to the ATP that allows for the ATP to meet these Expectations within 5 days (or sooner if required to comply with our regulatory obligations), failing which Westpac Group will contact the customer directly.
  - (b) copy our customer into correspondence.
  - (c) where appropriate, give notice that immediately terminates engagement with the ATP and contact the customer directly.