



Issues Glossary

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Advice

Issue	Definition
Failure to act in client's best interests	Failure to act in the client's best interests in providing financial advice
Failure to prioritise client's interests	Failure to prioritise the client's interests in providing financial advice
Failure to provide advice	The financial firm has not provided advice to the complainant when it should have done so. Eg: <ul style="list-style-type: none"> no statement of advice given the financial firm did not provide advice about a financial product or service that it was contracted/obliged to
Inappropriate advice	Inappropriate or insufficient financial advice provided. Eg: <ul style="list-style-type: none"> inappropriate product or investment strategy advice inappropriate client advice general financial advice provided when personal advice was needed

Charges

Issue	Definition
Deductible or excess	The financial firm has incorrectly applied an excess or deductible. Eg: <ul style="list-style-type: none"> the insurer may have deducted an incorrect excess amount from a claim a broker may apply an excess which is more than the excess applicable to the claim
Break costs	The financial firm has incorrectly charged or calculated a break costs applicable to a fixed interest rate loan.
Incorrect commissions	Commissions incorrectly applied. Eg: <ul style="list-style-type: none"> the financial firm (or its representative) has charged commissions that were either the wrong amount or were not due to them the broker has charged commissions that were either more than disclosed or were not due to them at all
Incorrect fees/costs	The financial firm has charged the complainant the wrong amount of fees or other costs for the product or service provided. Eg: <ul style="list-style-type: none"> fees/costs not charged in accordance with disclosed information fees/costs excessive, inappropriate or wrong <p><i>NB: if the complaint is about a deductible, excess, commission, interest, premium or fixed interest loan break costs, please use the more specific issue classification as appropriate.</i></p>

Issue	Definition
Incorrect interest added	Inappropriate or insufficient financial advice provided. Eg: <ul style="list-style-type: none"> • inappropriate product or investment strategy advice • inappropriate client advice • general financial advice provided when personal advice was needed
Incorrect premiums	Incorrect premium charged by the financial firm. Eg: <ul style="list-style-type: none"> • the financial firm has charged the complainant the wrong amount of premiums for the insurance provided • the broker has charged the client the wrong amount of premiums for the insurance provided
Incorrect tax	Incorrect tax incurred. E.g. <ul style="list-style-type: none"> • an error by the financial firm has resulted in incorrect tax being incurred by the complainant.
No claim bonus	Incorrect application of a no claim bonus or bonus disallowed. Eg: <ul style="list-style-type: none"> • the insurer reduced or removed a no claim bonus discount due to an at fault claim • the broker did not obtain a no claim bonus for the client where the client was entitled to one

Consumer Data Rights

Issue	Definition
Incorrect/inappropriate data collection	<p>This issue relates only to an accredited person collecting or attempting to collect solicited or unsolicited CDR data. Currently, an accredited person can only collect CDR data from a data holder, not an accredited data recipient.</p> <ul style="list-style-type: none"> • Collected or attempted to collect the wrong data, or data that was not part of the individual's consent • Collected more data or a longer time period of data than was necessary (data minimisation principle) • Attempted to collect CDR data without the individual's consent • Did not destroy unsolicited CDR data collected <p>Did not notify the individual of the collection of CDR data</p>
Incorrect/inappropriate data use or disclosure	<p>This issue relates to the use and disclosure of CDR data by a data holder, accredited data recipient or designated gateway.</p> <ul style="list-style-type: none"> • CDR data not used in accordance with the purpose consented to by the individual • CDR data used beyond what is reasonably needed to provide the goods or services requested by the individual • The wrong CDR data is disclosed • CDR data disclosed to an unauthorised party • CDR data used or disclosed for direct marketing

Issue	Definition
	<ul style="list-style-type: none"> • Did not notify the individual of the disclosure of CDR data <p>Withholding or refusing to disclose data</p>
Incorrect/inappropriate data maintenance	<p>This issue relates to a data holder or accredited data recipient's obligation to maintain accurate, up to date and complete CDR data.</p> <ul style="list-style-type: none"> • Inaccurate, outdated or incomplete CDR data held • Individual not notified when incorrect CDR data is disclosed <p>Corrected CDR data not sent to the original recipient</p>
Security and Destruction/De-identification	<p>This issue relates to an accredited data recipients obligation to protect CDR data from misuse, interference, loss, unauthorised access, modification or disclosure. It also sets out the requirements for the destruction or de-identification of redundant CDR data.</p> <ul style="list-style-type: none"> • Data not destroyed/deidentified upon request or after the individual's consented purpose is finalised <p>misuse, interference and loss, as well as unauthorised access, modification and disclosure.</p>
Incorrect/inappropriate data correction	<p>This issue relates to a data holder or accredited data recipient's obligation to correct CDR data where appropriate and when requested by an individual.</p> <ul style="list-style-type: none"> • Data not corrected upon request • Delay in acknowledging or actioning correction request <p>Charging for correction</p>
Incorrect/inappropriate advice	<ul style="list-style-type: none"> • Provided wrong advice for products/purpose <p>Other suitable products were available but not offered</p>
Other CDR issue	<ul style="list-style-type: none"> • Other issues relating to consumer data rights

Credit Reporting

Issue	Definition
Credit enquiry	The financial firm has incorrectly placed a credit enquiry on a credit file
Default listing	The financial firm has incorrectly placed a default listing on a credit file
Repayment History Information	The financial firm has incorrectly placed repayment history information on a credit file
Other	Credit Reporting complaints not otherwise categorised

Disclosure

Issue	Definition
Fee disclosure	<p>The financial firm did not properly disclose a fee or charge. Eg:</p> <ul style="list-style-type: none"> the financial firm provided incorrect, insufficient or misleading information about a fee or charge <p><i>NB: if the complaint relates to a fixed interest loan break cost use “Fixed interest loan break cost disclosure” instead.</i></p>
Break costs disclosure	<p>The financial firm did not properly disclose a break cost applicable to a fixed interest rate loan. Eg:</p> <ul style="list-style-type: none"> the financial firm provided incorrect, insufficient or misleading information about a fixed interest loan break cost
Incorrect product/service information	<p>The financial firm did not disclose the correct information about a financial product or service. Eg:</p> <ul style="list-style-type: none"> the financial firm provided incorrect financial product terms and conditions to a complainant, such as incorrect product disclosure statement the financial firm provided incorrect information about how an insurance policy, banking or investment product operated. the financial firm did not provide correct account information to a complainant <p><i>NB: if the complaint relates to a fee or charge use “Fee disclosure” or “Fixed interest loan break cost disclosure” instead</i></p>
Insufficient product/service information	<p>The financial firm did not provide adequate information about the terms, conditions, risks or other features of a financial product or service. Eg:</p> <ul style="list-style-type: none"> the financial firm did not adequately disclose interest rate charges the financial firm did not adequately disclose insurance policy exclusions or excesses the financial firm did not adequately disclose the risk of an investment product the financial firm did not provide required documents in relation to a product or service <p><i>NB: if the complaint relates to a fee or charge use “Fee disclosure” or “Fixed interest loan break cost disclosure” instead</i></p>
Misleading product/service information	<p>The financial firm provided information about a financial product or service that was misleading or misrepresented the features of the product or service. Eg:</p> <ul style="list-style-type: none"> the financial firm provided information about a banking, insurance or investment product or service that was both inaccurate and misrepresented the product or service or misled the complainant <p><i>NB: if the complaint relates to a fee or charge use “Fee disclosure” or “Fixed interest loan break cost disclosure” instead</i></p>

Financial Difficulty

Issue	Definition
Decline of financial difficulty request	<p>The financial firm declines a request for assistance made on the basis of financial difficulty. Eg:</p> <ul style="list-style-type: none"> • a request for assistance, such as a repayment variation, is declined and no offer is made by the financial firm • the financial firm has not provided reasons for its decision to decline a request for assistance
Default notice	<p>The financial firm issues a default notice under s 88 of the NCCP or s 80 of the UCCC when the complainant is in financial difficulty (regardless of whether assistance has been requested).</p>
Default judgment obtained	<p>The financial firm has obtained default judgment but the complainant considers that it should be stayed on the basis of financial difficulty.</p>
Financial firm failure to respond to request for assistance	<p>The financial firm fails to respond to a request for assistance due to financial difficulty. The request may be actual or implied.</p>
Request to suspend enforcement proceedings	<p>The financial firm continues action to recover a debt after a financial difficulty request has been made. Eg:</p> <ul style="list-style-type: none"> • the financial firm continues or commences legal proceedings the financial firm commences or continues general recovery action, including taking possession of secured property and inappropriate collection activity (including harassment claims after a financial difficulty request)

Financial Firm Decision

Issue	Definition
Application for early super release declined	<p>The financial firm has declined the complainant's claim for early release of their superannuation.</p>
Appropriate Lending	<p>The provision of unregulated credit (including to small business) in breach of the financial firm's lending obligations, or without proper assessment of the borrower's capacity to repay the debt.</p>
Cancellation of policy	<p>The financial firm has cancelled the insurance policy of a complainant. Eg:</p> <ul style="list-style-type: none"> • inappropriate cancellation of an insurance policy • policy cancellation without the authority of the complainant
Claim amount	<p>A disputed insurance claim amount. Eg:</p>

Issue	Definition
	<ul style="list-style-type: none"> the financial firm has accepted the complainant's claim, but for a different amount to that which the complainant believes they are entitled
Death benefit distribution	The financial firm has made a decision about how to distribute or apportion a superannuation death benefit between beneficiaries.
Denial of application or variation request	<p>The financial firm has decided not to provide a particular financial product or service to the complainant, or not to vary the terms of a product or service as requested by the complainant. Eg:</p> <ul style="list-style-type: none"> the rejection of a credit application the rejection of an application for increased insurance cover the denial of an insurance cover variation to a change of vehicle to one outside underwriting guidelines <p><i>NB: see "Financial Difficulty" for the denial of a loan variation request made on the basis of financial difficulty.</i></p>
Denial of claim	<p>The financial firm has denied the complainant's claim. Eg:</p> <ul style="list-style-type: none"> the denial of a claim for insurance benefits an unsuccessful request for a cardholder chargeback a disputed merchant chargeback a PayPal buyer/seller complaint <p><i>NB: if the claim is that a transaction was not authorised, use "Unauthorised transaction".</i></p>
Denial of claim – Complainant non-disclosure	<p>An insurance claim is denied on the basis that the complainant provided incorrect answers to underwriting question(s) at policy inception or renewal. Eg:</p> <ul style="list-style-type: none"> the financial firm has denied a claim alleging that the complainant omitted to disclose relevant personal/medical details, including criminal history, driving convictions or pre-existing medical conditions
Denial of claim – Driving under influence	An insurance claim is denied on the basis that the driver of the insured vehicle was driving under the influence of alcohol or another substance.
Denial of claim – Exclusion/condition	<p>An insurance claim is denied on the basis that loss or damage occurred as the result of an excluded event, or a breach of an insurance policy condition. Eg:</p> <ul style="list-style-type: none"> damage caused by an event such as a flood and the event is excluded under an insurance policy where a claim on a life insurance policy relates to an excluded medical condition under the policy, such as a pre-existing illness or injury <p><i>NB: use the more specific denial of claim classifications where appropriate, eg, "Denial of claim – Driving under influence" or "Denial of claim – complainant non-disclosure".</i></p>

Issue	Definition
Denial of claim – Fraudulent claim	The financial firm denies an insurance claim on the basis of an allegation that the claim is fraudulent.
Denial of claim – No policy or contract	The financial firm denies an insurance claim on the basis that there is no current insurance policy (including where the policy was lapsed or cancelled).
Denial of claim – No proof of loss	The financial firm denies an insurance claim on the basis that the complainant failed to establish that loss has occurred which is covered under the policy, or failure to establish ownership of goods that were lost/damaged.
Family law division of super benefit	The financial firm has incorrectly implemented a family court order regarding a superannuation benefit.
Liability disputed	<p>The complainant denies liability for an account or guarantee. Eg:</p> <ul style="list-style-type: none"> the complainant believes the financial firm is pursuing the wrong person for a debt associated with a credit facility the complainant believes they are not liable for a debt on the basis that it has been repaid the complainant believes a guarantee is invalid <p><i>NB: where the complainant is disputing specific transactions on the basis that they were not authorised (rather than an entire account or guarantee), use “Unauthorised transaction”</i></p>
Inappropriate debt collection action	<p>Inappropriate debt collection action or harassment. Eg:</p> <ul style="list-style-type: none"> a breach of the ACCC Debt Collection Guidelines <p><i>NB: if the complaint concerns continuation of debt collection action after a request for assistance made on the basis of financial difficulty, use “Request to suspend enforcement proceedings”</i></p>
Inappropriate margin call notice and/or investment liquidation	<p>The financial firm has inappropriately issued a margin call notice and/or liquidated some or all of the complainant’s investment. Eg;</p> <ul style="list-style-type: none"> where the complainant believes the loan to valuation ratio has been calculated incorrectly where the complainant believes the timing of the notice or liquidation is incorrect where the notice was sent to the wrong person
Responsible lending	The provision of credit in breach of the financial firm’s responsible lending obligations, or without proper assessment of the borrower’s capacity to meet repayment obligations.
Mortgagee sale	<p>A complaint about the sale of a property held as security for a loan by the mortgagee. Eg:</p> <ul style="list-style-type: none"> where the complainant believes the financial firm as mortgagee has undersold the security property where the complainant believes the financial firm as mortgagee has delayed in selling the security property

Issue	Definition
Interpretation of product terms and conditions	The complainant does not agree with the financial firm's interpretation of the terms and conditions of a product or service. Eg: <ul style="list-style-type: none"> • disagreement about a definition • disagreement about the interpretation of another term or condition <i>NB: if the complaint concerns the denial of an insurance claim use the most appropriate "Denial of claim" classification.</i>
Unconscionable conduct	A statement or action by the financial firm that is so unreasonable or unjust that it is against good conscience. Eg: <ul style="list-style-type: none"> • Not allowing enough time to consider a contract • Requiring someone to sign a blank agreement
Unfair contract terms	A contract term that: <ul style="list-style-type: none"> • will cause significant imbalance in the complainant's rights and obligations under a contract; and • is not reasonably necessary to protect the financial firm; and • would cause detriment to the complainant.

Instructions

Issue	Definition
Delay	The financial firm followed instructions but not within an agreed or acceptable timeframe. Eg: <ul style="list-style-type: none"> • redemption requests actioned only after the unit price has dropped • renewal notices not issued on time • insurance cover not arranged on time • delay in clearing a cheque • loan approval delay • settlement delay
Failure to follow instructions/agreement	Failure to follow instructions or to act in accordance with an agreement (written or oral). Eg: <ul style="list-style-type: none"> • breach of contract (written or oral) • failure to follow written instructions (eg direct debit authority not followed, payee name on cheque ignored, internet banking instructions not followed) • non-redemption following request; failure to sell stock; failure to buy or sell a financial product when requested to do so • insurance cover not arranged, including renewals • insurance policy not cancelled • sum insured not increased or change of vehicle not noted on the contract

Non Rules

Issue	Definition
Non Rules	Issues that do not fall within AFCA's Rules.

Privacy & Confidentiality

Issue	Definition
Failure / refusal to provide access	Failure to provide access to personal information following a request. Eg: <ul style="list-style-type: none">• not providing information requested• giving invalid reasons for refusing access• not responding appropriately to an individual's access request
Other privacy breaches	Any other breach of privacy. Eg: <ul style="list-style-type: none">• unauthorised use of personal information• inappropriate collection of material• direct marketing
Unauthorised information disclosed	Information about a complainant disclosed without authority. Eg: <ul style="list-style-type: none">• sensitive information shared with an unauthorised third party• providing an account balance to a third party• when information provided by the client in confidence is forwarded to an insurance company

Service

Issue	Definition
Account administration error	An error in the administration of an account. Eg: <ul style="list-style-type: none">• An error in the calculation of a superannuation account balance.
Delay in claim handling	The financial firm has delayed actioning or processing a complainant's claim. Eg: <ul style="list-style-type: none">• delay in handling an insurance claim• delay in processing a chargeback request or EFT claim
Delay in complaint handling	The financial firm has taken too long to reach a decision regarding the complainant's IDR complaint. Eg: <ul style="list-style-type: none">• no response provided within the IDR timeframe of 21 or 30 days
Failure to provide special needs assistance	The financial firm has not met a special need or requirement of the complainant. Eg:

Issue	Definition
	<ul style="list-style-type: none"> • failure to provide language assistance/interpreter • failure to provide access for people with disability or impairment
Incorrect financial information provided	<p>Incorrect or insufficient information provided about a product or service. Eg:</p> <ul style="list-style-type: none"> • incorrect account balance information provided
Loss of documents / personal property	<p>Loss of client documents or personal property. Eg:</p> <ul style="list-style-type: none"> • safe custody item lost • lost title deeds • loss of medical information, tax information, bank statement or ownership certificates
Management of complainant details	<p>Inadequate or incorrect recording of client details. Eg:</p> <ul style="list-style-type: none"> • failure to keep up to date contact details • documents or statements sent to wrong address <p><i>NB: if the error is a breach of privacy, use one of the classifications under "Privacy and Confidentiality"</i></p>
Service quality	<p>Other service-related issues that do not fit within other Service categories. Eg:</p> <ul style="list-style-type: none"> • staff behaviour • other service issues
Technical problems	<p>Issues have arisen with technical facilities supplied by the financial firm. Eg:</p> <ul style="list-style-type: none"> • online trading platform not available • online access to accounts not working • website or email problems • broker software not functioning

Transactions

Issue	Definition
Dishonoured transactions	<p>Transactions on a complainant's account have been dishonoured. Eg:</p> <ul style="list-style-type: none"> • bounced cheques • dishonoured direct debits
Incorrect payment	<p>Deposit or withdrawal errors including failure to pay on demand. Eg:</p> <ul style="list-style-type: none"> • malfunctions by ATMs resulting in incorrect cash dispensed • over the counter errors • lost funds • failure to make payment on demand in relation to a passbook, term deposit, bond, bank cheque or bank guarantee

Issue	Definition
	<ul style="list-style-type: none"> • wrong amount paid • payment sent to wrong person • overpayment or underpayment of an insurance benefit or investment proceeds
Mistaken internet payment	<p>A payment made to the wrong person via internet banking. Eg:</p> <ul style="list-style-type: none"> • where the sender entered a wrong account number or BSB • where an error by the sending or receiving financial firm has resulted in the payment being sent to the wrong account
Unauthorised transaction	<p>Unauthorised transactions performed on a complainant's account. Eg:</p> <ul style="list-style-type: none"> • unauthorised direct debit • forged cheques and withdrawal slips • stolen card ATM withdrawals • credit card transactions not authorised by the cardholder • purchase or sale of investments without written or verbal authority to do so • an insurance claim paid to someone other than the insured and/or a refund provided to another party