

## NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 28/03/2018 9:56:27 AM AEDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

### Details of Filing

Document Lodged: Statement of Claim - Form 17 - Rule 8.06(1)(a)  
File Number: VID811/2010  
File Title: John Andrews & Ors v ANZ Banking Group Limited  
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



Dated: 28/03/2018 10:07:19 AM AEDT

A handwritten signature in blue ink that reads 'Warwick Soden'.

Registrar

### Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



**Second Further Amended Statement of Claim**  
(Filed pursuant to leave granted by the Honourable Justice Middleton on 27 March 2018)

VID 811 of 2010

Federal Court of Australia  
District Registry: Victoria  
Division: General

**JOHN ANDREWS** and another  
Applicants

**AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD (ACN 005 357 522)**  
Respondent

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Filed on behalf of (name & role of party) John Andrews & Anor – Applicants  
Prepared by (name of person/lawyer) Steven Foale  
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## Table of Contents

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### A. NATURE OF THE DISPUTE

- 1 This proceeding is a representative action brought by the applicants against Australia and New Zealand Banking Group Ltd (**ANZ**) on their own behalf and on behalf of Group Members.
- 2 The dispute concerns:
  - (a) whether ANZ was entitled to charge the applicants and Group Members **PPN Fees**, being purported 'Periodical Payment Non-Payment Fees' charged in the circumstances set out in paragraph 62 below, namely, where the payment that was not made was not a payment from the applicant's or Group Member's account to the account "*of another person or business*";
  - (b) [deleted]
  - (c) in the event ANZ was not entitled to charge the PPN Fees:
    - i. whether the PPN Fees were paid by the applicants and Group Members as a result of a mistake (including a mistake in the nature of the ignorance of the applicants and Group Members as to the lack of any right or entitlement on the part of ANZ to charge the PPN Fees and as to the lack of any obligation on the part of the applicants and Group Members to pay the PPN Fees);
    - ii. ANZ has been unjustly enriched by the charging and retention of PPN Fees;
    - iii. the appropriate remedial response, including whether ANZ is liable at law or in equity, to repay the PPN Fees in whole or in part and/or has an obligation, or is liable, at law or in equity to render a proper accounting to the applicants and Group Members;
  - (d) [deleted]

3 For the purposes of section 33H(1) of the *Federal Court of Australia Act 1976* (Cth) (FCAA):

- (a) the group members to whom and to which the proceeding relates are Group Members as defined in the Further Amended Originating Application (**Application**);
- (b) the nature of the claims made on behalf of Group Members and the relief claimed is found in the Application and in the balance of this Second Further Amended Statement of Claim;
- (c) the questions of law or fact common to the claims of Group Members are found in paragraphs 2 and 7.

## **B. ISSUES LIKELY TO ARISE**

4 – 6 [deleted]

7 The questions of law (and of mixed fact and law) set out in paragraph 2 will arise which will involve the resolution of issues common to the determination of the claims of Group Members.

## **C. APPLICANTS' CONTENTIONS**

### **C.1 THE PARTIES AND OTHER RELEVANT ENTITIES**

8 The first applicant at all material times after 27 July 2003:

- (a) was and is a resident of the state of Victoria;
- (b) was and is a customer of ANZ;
- (c) held and operated banking facilities with ANZ;

#### **Particulars**

a.- c. [deleted]

- d. Business Classic account number 013-336 4966-98624 with Business Overdraft Facility in the names of 'Hamilton Place Books, John & Carol Andrews t/as', 'Matilda's Books' and then 'Carrol Ann Andrews, John

Andrews t/as Matilda's Books' from at least August 2005 to around March 2009.

- e. Business loan (variable rate) account number 013-414 3514-91526 for the amount of \$175,000 in the name of 'John Andrews & Carrol Ann Andrews t/as Matilda's Books ABN 16 234 560 750', secured by a First Standard Goods and Other Property Mortgage over all the assets and undertaking of John Andrews & Carrol Ann Andrews t/as Matilda's Books ABN 16 234 560 750, from on or around 15 August 2005 to on or around 8 January 2009.
- (d) conducted the joint accounts with ANZ (particularised in the particulars subjoined to sub-paragraph 8(c)) as a proprietor of the joint accounts, had and has joint and several liability in respect of any amount owing on the joint accounts and had and has a joint and several ownership of any amount standing to the credit of the joint accounts.

(e) - (g) [deleted]

9 [deleted]

10 The third applicant at all material times after 27 June 1997:

- (a) was and is a resident of the state of Victoria;
- (b) [deleted]
- (c) was and is a customer of ANZ;
- (d) held and operated banking facilities with ANZ;

#### **Particulars**

- a. ANZ Access account number 013-623 5526-97854 in the name of 'Field Geoffrey Allan' from at least 27 June 1997 to date.
- b. ANZ Fixed Rate Home Loan (and later Simplicity Plus Home Loan) account number 013-623 2745-28232 in the name of 'Field Geoffrey Allan, Williams Catherine Esther' from 26 August 1999 to date.
- c. ANZ Fixed Rate Supplementary Loan account number 013-623 3582-79106 in the name of 'Field Geoffrey Allan, Williams Catherine Esther' from 9 March 2005 to 5 July 2006.

(e) conducted the joint accounts with ANZ (particularised in the particulars subjoined to sub-paragraph 10(d)) as a proprietor of the joint accounts, had and has joint and several liability in respect of any amount owing on the joint accounts and had and has a joint and several ownership of any amount standing to the credit of the joint accounts.

(f) – (g) [deleted]

11 ~~deleted~~ Luisa Cunti (**Sample Group Member**) at all material times:

(a) was and is a resident of the state of Victoria;

(b) was and is a customer of ANZ;

(c) held and operated banking facilities with ANZ.

#### Particulars

a. ANZ Progress Saver Account number 013-410 5098-26649 in the name of 'Luisa Cunti'.

b. ANZ Access Advantage Cheque Account number 013-410 5098-25646 in the name of 'Luisa Cunti'.

c. ANZ variable rate loan account number 013-410 3671-12586 in the name of 'Luisa Cunti'.

12 ANZ is and was at all material times a corporation which:

(a) is registered pursuant to the *Corporations Act 2001* (Cth) and capable of being sued;

(b) has and had its registered office in the state of Victoria;

(c) carries on and carried on, as its sole or principal business, the business of banking, throughout Australia.

13 – 40 [deleted]

### **C.3 THE PPN FEES CHARGED**

41 ANZ charged the applicants and the Group Members PPN Fees.

### Particulars

- a. The first applicant was charged PPN Fees as indicated in Schedule 10 to this Second Further Amended Statement of Claim.
- b. [deleted]
- c. The third applicant was charged PPN Fees as indicated in Schedule 12 to this Second Further Amended Statement of Claim.
- ca. In respect of the period commencing on 1 January 2008 and concluding on 23 February 2016 the Sample Group Member was charged PPN Fees as indicated in Schedule 12A to this Second Further Amended Statement of Claim.
- d. Particulars of the date, amount and nature of the PPN Fees charged to Group Members (other than the Sample Group Member in respect of the period commencing on 1 January 2008 and concluding on 23 February 2016) will be provided after the determination of the initial trial and discovery.

42 – 61 [deleted]

#### **(ii) Arising from Mistake of Law**

- 62 The PPN Fees paid by the applicants and Group Members were paid or suffered to be charged in the following circumstances:
- (a) at the time that each of the PPN Fees was debited to the respective ANZ accounts of the applicants and Group Members, ANZ had the ~~mistaken~~ belief that they applicants and Group Members were under a legal obligation to pay them PPN Fees and ~~or~~ that ANZ was legally entitled to payment of the PPN Fees;
  - (b) that belief was mistaken because in fact and in law ANZ had no legal right or entitlement to charge the PPN Fees and the applicants and Group Members were under no legal obligation to pay them;
  - (c) following the issue of account statements by ANZ to the applicants and Group Members specifying that the PPN Fees had been debited to the respective ANZ accounts of the applicants and Group Members, the applicants and Group Members suffered the PPN Fees being charged;

- (d) the applicants and Group Members suffered the PPN Fees being charged as a result of their ignorance of and/or inadvertence to:
- i. the lack of any right or entitlement on the part of ANZ to charge the PPN Fees;
  - ii. the lack of any legal obligation on the part of the applicants and Group Members to pay those fees;
  - iii. the fact that ANZ was, in charging the PPN Fees, mistaken as to the existence of a right or entitlement to charge the PPN Fees and as to the existence of a legal obligation on the part of the applicants and Group Members to pay the PPN Fees.

### Particulars

The applicants and Group Members did not in truth have a legal obligation to pay or suffer to be charged the PPN Fees ~~in that as pleaded in the sub-paragraphs to paragraph 62 below.~~

- (a) At the time of the charging and extraction of the PPN Fees, the accounts of the applicants and Group Members were governed by the applicable terms and conditions set out in Schedule 1 (in the case of saving accounts) and Schedule 8 (in the case of business accounts) (**PP Terms**).
- (b) The PP Terms defined 'Periodical Payment' and also set out the circumstances in which ANZ was contractually entitled to charge a PPN Fee.
- (c) The PP Terms at material times relevantly provided:
  - i. that a Periodical Payment is a debit from a customer's ANZ account, which they instruct ANZ to make to the account of another person or business; and
  - ii. that a PPN Fee is charged if a customer has authorised a Periodical Payment that is not made because there are insufficient cleared funds in the customer's account.
- (d) In the case of each of the PPN Fees referred to in Schedules 10, ~~and 12 and 12A~~, the fees were charged and extracted as a consequence of the applicants and the Sample Group Member initiating an instruction to ANZ to make a



payment from their ANZ account to a loan account held in their name and not an account of another person or business.

- (e) ~~Any~~Those instructions ~~by the applicants to make payments from their accounts to the relevant loan accounts was~~were not an instructions to make a Periodical Payment within the meaning of the PP Terms and the applicants and the Sample Group Member had no legal obligation to pay or suffer to be charged each of the PPN Fees imposed.

**(iii) Unjust Enrichment**

63 Further, or in the alternative, ANZ by reason of the circumstances pleaded in paragraph 62, has been unjustly enriched by the receipt of the whole of the PPN Fees at the expense of the applicants and Group Members and it would be unconscionable for ANZ not to repay the total of the PPN Fees.

64 [deleted]

**(v) Money Had and Received by ANZ**

65 In the premises pleaded at:

- (a) [deleted]
- (b) paragraph 62; and/or
- (c) paragraph 63
- (d) [deleted]

the PPN Fees is money had and received by ANZ to the use of the applicants and Group Members and ANZ is obliged to repay the PPN Fees to the applicants and Group Members.

**(vi) Interest**

66 Further, ANZ is liable to repay any interest charged to the applicants and Group Members on the PPN Fees.

**Particulars**

Particulars to be provided following discovery and the taking of accounts.

- 67 *Further or in the alternative*, the relationship between ANZ and each of the applicants and Group Members is one of banker and customer entitling each of the applicants and Group Members to a proper taking of accounts.
- 68 By reason of the various matters pleaded above, a proper taking of accounts needs to reflect the fact that from time to time ANZ:
- (a) wrongly charged to the account of each of the applicants and Group Members the PPN Fees as alleged above;
  - (b) wrongly debited interest to each of the applicants and Group Members on the PPN Fees and on any debit balance owing by the customer, which balance was wrongly inflated by the charging of the PPN Fees;
  - (c) wrongly charged such interest on a compound basis;
  - (d) wrongly imposed other fees such as fees for an account being over its permitted limit or an account not being brought back into credit or the dishonour of an approved direct debit on the due date when in truth that state of irregularity was due to the wrongful charging under (a), (b) or (c) above.
- 69 The applicants and Group Members claim as a debt due, or otherwise as a sum certain payable the amount found to be payable to them upon a proper taking of accounts.

#### **C.4 REMEDIATION PROGRAM**

- 70 Commencing in about August 2016, ANZ engaged in a program (**Remediation Program**) by which it purported to:
- (a) refund to some Group Members (including the Sample Group Member) all PPN Fees that were charged by ANZ to the Group Members during the period 1 January 2008 to 23 February 2016 (**Refund Period**, and **Refund Amount**):  
and
  - (b) pay to Group Members (including the Sample Group Member) who received a Refund Amount an “additional compensatory amount in recognition of any inconvenience caused” (**Compensation Amount**), calculated as follows:

- i. in the case of those Group Members who were charged only one PPN Fee during the Refund Period:

$Amount\ of\ Fee\ Charged \times 4.6\% \times Number\ of\ days\ from\ date\ fee\ was\ charged\ to\ 23\ February\ 2016 \div 365.25$  (being the average number of days in a year)

- ii. in the case of those Group Members who were charged two or more PPN Fees during the Refund Period:

$Total\ Amount\ of\ Fees\ Charged \times 4.6\% \times Number\ of\ days\ from\ date\ first\ fee\ was\ charged\ to\ 23\ February\ 2016 \div 365.25$  (being the average number of days in a year)  $\times 0.5$

#### Particulars

- a. On or about 18 August 2016 the Sample Group Member was paid a Refund Amount by ANZ of \$12.00 (being the amount of the two PPN Fees that were charged by ANZ to the Sample Group Member during the Refund Period as set out in Schedule 12A), plus a Compensation Amount of \$1.61, calculated as follows:

$\$12.00$  (i.e.  $Total\ Amount\ of\ Fees\ Charged$ )  $\times 4.6\% \times 2,136$  (i.e.  $Number\ of\ days\ from\ date\ first\ fee\ was\ charged\ (19\ April\ 2010)\ to\ 23\ February\ 2016$ )  $\div 365.25$  (being the average number of days in a year)  $\times 0.5$

- b. Particulars of the Refund Amounts and Compensation Amounts paid to Group Members other than the Sample Group Member will be provided after the determination of the initial trial and discovery.

71 The Compensation Amount calculated by ANZ in accordance with sub-para [70(b)] above and paid to those Group Members who were charged a PPN Fee during the Refund Period was inadequate in that:

- (a) in circumstances where ANZ's legal right to charge the PPN Fees was the subject of claims in this proceeding for relief including by way of account, together with interest pursuant to s 51A of the FCAA, the Compensation Amount was not calculated on the basis of interest calculated from the date the PPN Fee was wrongfully charged at the rate which would be applicable for pre-judgment interest, namely, either:

- i. the rate specified in para [2.2] of the 'Interest on Judgments Practice Note' (GPN-INT), being at all times a rate of between 5.5% and 11.25%; or
- ii. the rate applicable pursuant to s 60 of the *Supreme Court Act 1986 (Vic)*, as specified by the *Penalty Interest Rates Act 1983 (Vic)*, being at all times a rate of 9.5% or higher, as applied to claims for pre-judgment interest under s 51A per the usage and custom of the Federal Court sitting in Victoria.

**(Interest Rate Shortfall):**

- (b) the Compensation Amount was calculated on the basis of interest (at the rate specified by ANZ) up to the end of the Refund Period rather than to the date the Refund Amount and the Compensation Amount was in fact paid by ANZ, being a date no earlier than around August 2016 (**First Interest Period Shortfall**);  
and
- (c) by reason of the matters pleaded in sub-para [70(b)(ii)], the Compensation Amount was calculated by assuming that where customers were charged multiple PPN Fees, those PPN Fees were incurred at regular intervals over the Refund Period, rather than by reference to when the PPN Fees were in fact charged (**Second Interest Period Shortfall**).

72 By reason of the matters pleaded in para [71], the amount which ANZ is liable to pay, or account, to Group Members who received a Refund Amount and a Compensation Amount pursuant to the Remediation Program (including the Sample Group Member) in addition to those amounts is to be calculated by working out what the Compensation Amount would have been were it not for the Interest Rate Shortfall, the First Interest Period Shortfall and the Second Interest Period Shortfall (**Adjusted Compensation Amount**), and then adding interest calculated on the difference between the Adjusted Compensation Amount and the Compensation Amount actually paid, pursuant to s 51A of the FCAA from the date the Refund Amount and the Compensation Amount was paid to the Group Member concerned until the date of judgment.

**Particulars**

- a. The Adjusted Compensation Amount for the Sample Group Member is \$5.36 (based on the rate referred to in sub-para [71(a)] above), or alternatively \$7.70

(based on the rate referred to in sub-para [71(a)ii] above), as set out in Schedules 12B and 12C respectively.

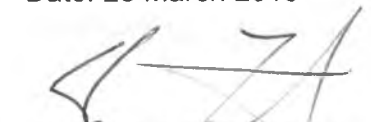
- b. Particulars of the Adjusted Compensation Amount for Group Members other than the Sample Group Member will be provided after the determination of the initial trial and discovery.

73 – 93 [deleted]

#### **C.9 RELIEF CLAIMED**

94 The applicants and Group Members claim the relief set out in the Application.

Date: 28 March 2018



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Signed by Steven Foale  
Lawyer for the Applicants

This pleading was prepared by Steven Foale, lawyer, W A D Edwards, counsel, and A Leopold of senior counsel.

**Certificate of lawyer**

I Steven Mark Foale certify to the Court that, in relation to the second further amended statement of claim filed on behalf of the applicants, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 28 March 2018



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Signed by Steven Foale  
Lawyer for the Applicants

### SCHEDULE 1: SAVING CONTRACTS

	<b>Column 1 PDS</b>	<b>Column 2 Fees Document</b>	<b>Column 3 Saving Contract</b>
1	the PDS or PDSs in effect between around May 2004 and around November 2004 (further particulars to be provided after discovery)	"ANZ Personal Banking Account Fees and Charges – May 2004"	May 2004 Saving Contract
2	"ANZ Saving & Transaction Products – Product Disclosure Statement – November 2004"	"ANZ Personal Banking Account Fees and Charges – November 2004"	November 2004 Saving Contract
3	"ANZ Saving & Transaction Products – Product Disclosure Statement – March 2005"	"ANZ Personal Banking Account Fees and Charges – March 2005"	March 2005 Saving Contract
4	the document referred to immediately above	"ANZ Personal Banking Account Fees and Charges – January 2006"	January 2006 Saving Contract
5	"ANZ Saving & Transaction Products – Product Disclosure Statement – March 2005"	"ANZ Personal Banking Account Fees and Charges – August 2006"	August 2006 Saving Contract
6	"ANZ Saving & Transaction Products – Product Disclosure Statement – September 2006"	the document referred to immediately above	September 2006 Saving Contract
7	"ANZ Saving & Transaction Products – Product Disclosure Statement – March 2007"	"ANZ Personal Banking Account Fees and Charges – March 2007"	March 2007 Saving Contract
8	"ANZ Saving & Transaction Products – Terms and Conditions – August 2007"	"ANZ Personal Banking Account Fees and Charges – August 2007"	August 2007 Saving Contract
9	"ANZ Saving & Transaction Products – Terms and Conditions – February 2008"	"ANZ Personal Banking Account Fees and Charges – February 2008"	February 2008 Saving Contract
10	the document referred to immediately above	"ANZ Personal Banking Account Fees and Charges – May 2008"	May 2008 Saving Contract
11	"ANZ Saving & Transaction Products – Terms and Conditions – August 2008"	"ANZ Personal Banking Account Fees and Charges – August 2008"	August 2008 Saving Contract
12	the document referred to immediately above	"ANZ Personal Banking Account Fees and Charges – March 2009"	March 2009 Saving Contract
13	"ANZ Saving & Transaction Products – Terms and Conditions – June 2009"	"ANZ Personal Banking Account Fees and Charges – June 2009"	June 2009 Saving Contract
14	the document referred to immediately above	"ANZ Personal Banking Account Fees and Charges – July 2009"	July 2009 Saving Contract

15	the document referred to immediately above	"ANZ Personal Banking Account Fees and Charges – August 2009"	August 2009 Saving Contract
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**SCHEDULE 2: AMENDED TERMS IN SAVING CONTRACTS**

[deleted]

**SCHEDULE 3: FEES CHARGED BY OTHER MAJOR BANKS**

[deleted]

**SCHEDULE 4: CARD CONTRACTS**

[deleted]

**SCHEDULE 5: AMENDED TERMS IN CARD CONTRACTS**

[deleted]

**SCHEDULE 6: COMMERCIAL CARD CONTRACTS**

[deleted]

**SCHEDULE 8: BUSINESS CONTRACTS**

	<b>Column 1 Business PDS</b>	<b>Column 2 Business Fees Document</b>	<b>Column 3 Business Contract</b>
1	a document or documents entitled 'ANZ Small to Medium Enterprise Banking – Business Transaction Accounts – Product Disclosure Statement' which had effect at all times during the period around August 2004 to around November 2004	'ANZ Small to Medium Enterprise Banking - Transaction Accounts Fees and Charges - August 2004'	August 2004 Business Contract(s)
2	'ANZ Small to Medium Enterprise Banking – Business Transaction Accounts – Product Disclosure Statement - December 2004'	the document referred to immediately above	December 2004 Business Contract
3	the document referred to immediately above	'ANZ Small to Medium Enterprise Banking - Transaction Accounts Fees and Charges', dated February 2005	February 2005 Business Contract
4	'ANZ Small to Medium Enterprise Banking - Business Transaction Accounts - Product Disclosure Statement - April 2005'	the document referred to immediately above	April 2005 Business Contract
5	'ANZ Business Banking - Business Transaction Accounts - Product Disclosure Statement - July 2005'	'ANZ Business Banking - Transaction Accounts Fees and Charges - July 2005'	July 2005 Business Contract
6	'ANZ Business Banking Business Transaction Accounts Product Disclosure Statement – March 2006'	'ANZ Business Banking - Transaction Accounts Fees and Charges - March 2006'	March 2006 Business Contract
7	'Business Transaction Accounts - Product Disclosure Statement – ANZ Business Banking - December 2006'	'ANZ Business Banking - Transaction Accounts Fees and Charges - December 2006'	December 2006 Business Contract
8	the document referred to immediately above	'Transaction Accounts Fees and Charges - ANZ Business Banking - November 2007'	November 2007 Business Contract
9	'Business Transaction Accounts Terms and Conditions – ANZ Business Banking – July 2008'	'Transaction Accounts Fees and Charges - ANZ Business Banking - July 2008'	July 2008 Business Contract
10	'Business Transaction Accounts Terms and Conditions – ANZ Business Banking – March 2009'	'Transaction Accounts Fees and Charges - ANZ Business Banking - March 2009'	March 2009 Business Contract
11	'Business Transaction Accounts Terms and Conditions – ANZ Business Banking – 12.09'	'Transaction Accounts Fees and Charges - ANZ Business Banking - December 2009'	December 2009 Business Contract

**SCHEDULE 9: AMENDED TERMS IN BUSINESS CONTRACTS**

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**SCHEDULE 10: PPN FEES INCURRED BY THE FIRST APPLICANT**

DATE OF FEE	FEE AMOUNT	FEE TYPE	ACCOUNT TYPE	ACCOUNT NUMBER	ACCOUNT NAME(S)
21 Aug 06	45.00	Business Non-Payment Fee	Business Classic with Business Overdraft Facility	013-336 4966-98624	Matilda's Books
21 Sep 06	35.00	Business Non-Payment Fee	Business Classic with Business Overdraft Facility	013-336 4966-98624	Matilda's Books
21 Nov 06	35.00	Business Non-Payment Fee	Business Classic with Business Overdraft Facility	013-336 4966-98624	Matilda's Books
19 Jan 07	35.00	Business Non-Payment Fee	Business Classic with Business Overdraft Facility	013-336 4966-98624	Matilda's Books
21 Feb 07	35.00	Business Non-Payment Fee	Business Classic with Business Overdraft Facility	013-336 4966-98624	Matilda's Books
20 Apr 07	35.00	Business Non-Payment Fee	Business Classic with Business Overdraft Facility	013-336 4966-98624	Matilda's Books
21 May 07	45.00	Business Non-Payment Fee	Business Classic with Business Overdraft Facility	013-336 4966-98624	Matilda's Books
21 Jun 07	45.00	Business Non-Payment Fee	Business Classic with Business Overdraft Facility	013-336 4966-98624	Matilda's Books



**SCHEDULE 11: EXCEPTION FEES INCURRED BY THE SECOND APPLICANT**

[deleted]

**SCHEDULE 12: PPN FEES INCURRED BY THE THIRD APPLICANT**

DATE OF FEE	FEE AMOUNT	FEE TYPE	ACCOUNT TYPE	ACCOUNT NUMBER	ACCOUNT NAME(S)
<del>12/08/1999</del>	<del>\$35.00</del>	<del>Saving Non-payment Fee</del>	<del>Access Savings</del>	<del>5526-97854</del>	<del>Field Geoffrey Allan</del>
<del>30/08/2000</del>	<del>\$35.00</del>	<del>Saving Non-payment Fee</del>	<del>Access Savings</del>	<del>5526-97854</del>	<del>Field Geoffrey Allan</del>
<del>2/02/2004</del>	<del>\$35.00</del>	<del>Saving Non-payment Fee</del>	<del>Access Savings</del>	<del>5526-97854</del>	<del>Field Geoffrey Allan</del>
30/05/2004	\$37.70	Saving Non-payment Fee	Access Savings	5526-97854	Field Geoffrey Allan
<del>29/11/2004</del>	<del>\$37.70</del>	<del>Saving Non-payment Fee</del>	<del>Access Savings</del>	<del>5526-97854</del>	<del>Field Geoffrey Allan</del>
25/01/2006	\$45.00	Saving Non-payment Fee	Access Savings	5526-97854	Field Geoffrey Allan
15/11/2006	\$45.00	Saving Non-payment Fee	Access Savings	5526-97854	Field Geoffrey Allan
24/01/2007	\$45.00	Saving Non-payment Fee	Access Savings	5526-97854	Field Geoffrey Allan
16/05/2007	\$45.00	Saving Non-payment Fee	Access Savings	5526-97854	Field Geoffrey Allan
30/05/2007	\$45.00	Saving Non-payment Fee	Access Savings	5526-97854	Field Geoffrey Allan
13/06/2007	\$45.00	Saving Non-payment Fee	Access Savings	5526-97854	Field Geoffrey Allan

**SCHEDULE 12A: PPN FEES INCURRED BY THE SAMPLE GROUP MEMBER**

<u>DATE OF FEE</u>	<u>FEE AMOUNT</u>	<u>FEE TYPE</u>	<u>ACCOUNT TYPE</u>	<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME(S)</u>
<u>19/04/2010</u>	<u>\$6.00</u>	<u>Saving Non-payment Fee</u>	<u>Progress Saver</u>	<u>5098-26649</u>	<u>Luisa Cunti</u>
<u>2/08/2010</u>	<u>\$6.00</u>	<u>Saving Non-payment Fee</u>	<u>Progress Saver</u>	<u>5098-26649</u>	<u>Luisa Cunti</u>

**SCHEDULE 12B: ADJUSTED COMPENSATION AMOUNT FOR THE SAMPLE GROUP MEMBER**

<u>PERIOD</u>	<u>APPLICABLE RATE UNDER GPN-INT</u>	<u>COMPENSATION AMOUNT APPLICABLE TO FIRST PPN FEE*</u>	<u>COMPENSATION AMOUNT APPLICABLE TO SECOND PPN FEE*</u>	<u>TOTAL*</u>
<u>19/04/2010 – 30/06/2010 (72 days)</u>	<u>7.75%</u>	<u>\$0.092</u>	<u>=</u>	<u>\$0.092</u>
<u>01/07/2010 – 31/12/2010 (184 days)</u>	<u>8.50%</u>	<u>\$0.257</u>	<u>=</u>	<u>\$0.257</u>
<u>02/08/2010 – 31/12/2010 (151 days)</u>	<u>8.50%</u>	<u>=</u>	<u>\$0.211</u>	<u>\$0.211</u>
<u>01/01/2011 – 30/06/2011 (181 days)</u>	<u>8.75%</u>	<u>\$0.260</u>	<u>\$0.260</u>	<u>\$0.521</u>
<u>01/07/2011 – 31/12/2011 (184 days)</u>	<u>8.75%</u>	<u>\$0.265</u>	<u>\$0.265</u>	<u>\$0.529</u>
<u>01/01/2012 – 30/06/2012 (182 days)</u>	<u>8.25%</u>	<u>\$0.246</u>	<u>\$0.246</u>	<u>\$0.492</u>
<u>01/07/2012 – 31/12/2012 (184 days)</u>	<u>7.50%</u>	<u>\$0.226</u>	<u>\$0.226</u>	<u>\$0.452</u>
<u>01/01/2013 – 30/06/2013 (181 days)</u>	<u>7.00%</u>	<u>\$0.208</u>	<u>\$0.208</u>	<u>\$0.417</u>
<u>01/07/2013 – 31/12/2013 (184 days)</u>	<u>6.75%</u>	<u>\$0.204</u>	<u>\$0.204</u>	<u>\$0.408</u>
<u>01/01/2014 – 30/06/2014 (181 days)</u>	<u>6.50%</u>	<u>\$0.193</u>	<u>\$0.193</u>	<u>\$0.387</u>
<u>01/07/2014 – 31/12/2014 (184 days)</u>	<u>6.50%</u>	<u>\$0.197</u>	<u>\$0.197</u>	<u>\$0.393</u>
<u>01/01/2015 – 30/06/2015 (181 days)</u>	<u>6.50%</u>	<u>\$0.193</u>	<u>\$0.193</u>	<u>\$0.387</u>
<u>01/07/2015 – 31/12/2015 (184 days)</u>	<u>6.00%</u>	<u>\$0.181</u>	<u>\$0.181</u>	<u>\$0.363</u>
<u>01/01/2016 – 30/06/2016 (182 days)</u>	<u>6.00%</u>	<u>\$0.179</u>	<u>\$0.179</u>	<u>\$0.358</u>
<u>01/07/2016 – 18/08/2016 (49 days)</u>	<u>5.75%</u>	<u>\$0.046</u>	<u>\$0.046</u>	<u>\$0.092</u>
<b><u>Total</u></b>		<b><u>\$2.75</u></b>	<b><u>\$2.61</u></b>	<b><u>\$5.36</u></b>

\* Amounts may not add due to rounding.

**SCHEDULE 12C: ALTERNATIVE ADJUSTED COMPENSATION AMOUNT FOR THE SAMPLE GROUP MEMBER**

<u>PERIOD</u>	<u>APPLICABLE RATE UNDER PENALTY INTEREST RATES ACT</u>	<u>COMPENSATION AMOUNT APPLICABLE TO FIRST PPN FEE*</u>	<u>COMPENSATION AMOUNT APPLICABLE TO SECOND PPN FEE*</u>	<u>TOTAL*</u>
<u>19/04/2010 – 06/10/2013 (1266 days)</u>	<u>10.50%</u>	<u>\$2.185</u>	<u>=</u>	<u>\$2.185</u>
<u>02/08/2010 – 06/10/2013 (1161 days)</u>	<u>10.50%</u>	<u>=</u>	<u>\$2.004</u>	<u>\$2.004</u>
<u>07/10/2013 – 02/02/2014 (119 days)</u>	<u>10.00%</u>	<u>\$0.196</u>	<u>\$0.196</u>	<u>\$0.391</u>
<u>03/02/2014 – 10/08/2014 (189 days)</u>	<u>11.50%</u>	<u>\$0.357</u>	<u>\$0.357</u>	<u>\$0.715</u>
<u>11/08/2014 – 31/05/2015 (294 days)</u>	<u>10.50%</u>	<u>\$0.507</u>	<u>\$0.507</u>	<u>\$1.015</u>
<u>01/06/2015 – 18/08/2016 (445 days)</u>	<u>9.50%</u>	<u>\$0.695</u>	<u>\$0.695</u>	<u>\$1.390</u>
<b><u>Total</u></b>		<b><u>\$3.94</u></b>	<b><u>\$3.76</u></b>	<b><u>\$7.70</u></b>

\* Amounts may not add due to rounding.

**SCHEDULE 13: EXCEPTION FEES**

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## SCHEDULE 14: GLOSSARY

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