AUSTRALIAN COLLECTORS & DEBT BUYERS ASSOCIATION

12 December 2013

Mrs Agata Evans
Small Business Partnership & Education
Australian Competition & Consumer Commission
Level 24, 400 George Street
Brisbane QLD 4000

By email: Agata.Evans@accc.gov.au

Dear Mrs Evans,

Review of ACCC/ASIC Debt Collection Guideline

With reference to the email invitation issued 15 November 2013 inviting feedback to the revision jointly prepared by the Australian Competition and Consumer Commission (ACCC) and the Australian Securities and Investments Commission (ASIC) of the Debt Collection Guideline for collectors and creditors (Guideline) we are pleased to provide the following for consideration as to how the draft document (Revised Guideline) can be improved and/or clarified to ensure it is useful guidance adopting a balanced and realistic perspective for all stakeholders:

The Australian Collectors & Debt Buyers Association (ACDBA) strongly supports the Guideline and better standards for creditors and the debt collection industry, but contends it is essential that the appropriate balance is found between protecting vulnerable consumers on the one hand and on the other hand ensuring that the debt collection industry can continue to operate efficiently and effectively as an essential component of a modern free-market economy.

The review of the Guideline was initially described to industry stakeholders as not being a major one, however, there are some significant changes included in the Revised Guideline which could impact the businesses making up the debt collection industry now and into the future.

Some key themes in this submission are:

1. The Guideline is frequently utilised by unregulated for-profit organisations in the debt mediation and credit repair industries, which frequently utilise the External Dispute Resolution ("EDR") process for their own commercial gain in a manner that in our view could constitute an abuse of process.

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Industry businesses work closely and mostly cooperatively with a range of important stakeholder groups such as financial counsellors, community legal centres and legal aid organisations but must also anticipate how the Revised Guideline may be misused and manipulated by the for-profit credit repairers and debt mediators. It is in this context of experience that many of the observations within this submission are raised.

2. The role of ACCC and ASIC is to regulate rather than make law as such, however due to the fact that:

   a. the Guideline is adopted by the External Dispute Resolution ("EDR") schemes; and
   b. collectors and debt buyers shall be contractually obliged under clause 32 of the Code of Banking Practice to comply with the Guideline from February 2014;

   we submit ACCC and ASIC should be careful to avoid creating additional regulatory obligations for the debt collection industry. We respectfully submit that some new provisions in the Revised Guideline have the effect of creating new obligations over and above the current legal position.

3. Some of the wording in the Revised Guideline we submit is vague, subjective, emotive and open to misinterpretation and manipulation, especially by for-profit debt mediators and credit repairers.

   For example, words and phrases in the Revised Guideline such as *"pressure"*, *"reasonable efforts"* and *"threaten"* are very likely to be applied by some for-profit intermediaries in a way that unfairly disadvantages industry in order to advance their own commercial interests. For example, *"pressure"* and *"threaten"* are in our view very likely to be misinterpreted and misused in the context of even just one incident of a benign suggestion about an option.

   We respectfully submit that such terms should be replaced by legal terms with an objective and established definition or alternatively should be clearly defined so as to avoid confusion, misinterpretation and misuse.

ACDBA does not object to many of the revisions in the Revised Guideline on the understanding some in fact will be quite helpful to all stakeholders, however, concern is necessarily raised in respect to some sections especially where the guidance appears to lack balance, fairness and equity by moving too far in eroding the contractual rights of creditors. It is our genuine and real concern such matters if not addressed are likely to give rise to substantial negative implications for consumers and creditors.

It will be evident from some of the commentary in this submission that we have some general concerns over the drafting style of the guide. There are a number of formatting and grammatical errors and the language used is inconsistent in places. Although acknowledging some of these may be minor issues, we recommend, given the importance of the guide to the industry, that the document be thoroughly reviewed prior to publication.

For ease of reference, the commentary in this submission in relation to areas of specific concern adopts the referencing system detailed in the Revised Guideline.

Part 1: Using this guideline

On page 9, the following clause appears:

> *"You must not threaten action (legal or otherwise) that you are not legally permitted to take, do not have instructions to take, or you have no intention to take."*

This clause is problematic for several reasons:

- Firstly, it is clumsy because it is worded in the negative so it is unclear if action must be avoided when it meets any or all of the criteria.
- Furthermore, *"threaten"* is a vague, emotive, subjective and undefined term that is open to misinterpretation. It opens up the possibility of an allegation that the mere suggestion to a debtor that a particular action is a possible consequence (when it is indeed a possible consequence) could be a threat and therefore a breach of the Guideline.

Accordingly, in our view, this clause should be reworded to:

> *"You can only suggest action (legal or otherwise) that you are legally permitted to take or have instructions to take or you have an intention to take.*"

Or in the alternative, the word *"threaten"* should be clearly defined as:

> *"make a statement that a specified action is certain and imminent."*

Part 2: Practical Guidance

1. Making contact with the debtor

Item 1(b) deals with a collector not divulging his identity as a debt collector however in the actual realities of interactions with debtors such guidance in our view is impractical.

We suggest it would be useful to clarify that a business should be able to identify its company name, if questioned by a debtor or third party.

While the privacy of the debtor's personal details must be maintained, in our view, an employee disclosing their employer's company name would not represent any breach of privacy.

Further, we submit it can appear deceptive, unnecessarily evasive or unprofessional to refuse to disclose the name of the individual's employer company, when questioned. Questioning is inevitable and is the typical and first response of individuals when an individual is asked to fully identify himself before the caller will disclose his business.

Call recipients (both debtors and third parties) routinely resist providing personal details before they know the name of the organisation that is calling them – this is understandable in the modern era where there are many instances of scamming and fraudulent activities such that regulators including ACCC regularly issue media releases recommending individuals not disclose personal details.

The Revised Guideline in setting out such guidance is inconsistent with such general advice ACCC separately provides in other areas of its responsibilities.

Consequently, we recommend that the Revised Guideline should clarify that merely disclosing the collector's company name, especially when asked, does not constitute divulging the existence of a debt.

If this recommendation is not adopted, we recommend that it should be clarified within the Revised Guideline that a collector withholding the collector's company name during a contact with a debtor (prior to verification of identity) or a third party (excluding employers) does not constitute misleading conduct. In the event of this, the purpose of the call could be described by the collector as "a personal business matter."

For certain debts, it is necessary that collectors make enquiries with employers as to the employment status and salary of a debtor so as to ensure that the collector does not unnecessarily pursue legal recovery of a debt. In this situation, we recommend the Revised Guideline clarify that the following does not constitute a breach:

- disclosing the collector's company name; and
- describing the purpose of the enquiries as in relation to a financial matter or loan.

To this end, the case study cited at page 41 should be amended (or a notation added) that whilst a debt collector should not mislead an employer into believing that the purpose of the enquiry is a loan application, in the event an employer questions the collector as to the reason for his enquiry, the collector can validly respond by describing the enquiry as being in relation to a financial matter or a loan without the risk of being found to have engaged in misleading conduct.

Item 1(i) details:

> *"If the debtor advises that they cannot afford to repay the debt, you should refer the debtor to a financial counsellor and contact the debtor after a reasonable time allowing the debtor to obtain advice so that they may better understand their options."*

This inclusion is viewed as problematic on many levels:

- This requirement does not reflect the amendments to the hardship provisions in the Consumer Credit Legislation Amendment (Enhancements) Act 2012 on the new hardship regime, nor does it acknowledge that most debt collection agencies have internal hardship departments with the experience and expertise to work with debtors who are in financial difficulties. The hardship regime recognises that if a debtor represents the inability to make payments, the creditor is able to request substantiating evidence.

  The obligation to refer a debtor to a financial counsellor on advice the debtor cannot afford repayments does not allow for the collection agency to request substantiating evidence and further deprives the collection agency of the opportunity to come to a negotiated outcome.

  As a minimum this requirement should be suitably amended so as to:

  a. allow the creditor/collector to request substantiating evidence from the debtor; and

b. allow for a reasonable time for the creditor to work with the debtor to come to a suitable payment arrangement.

Only, in the event the parties are then unable to come to an arrangement should there be an obligation to refer the debtor to a financial counsellor.

- Further the requirement is overwhelmingly impractical as it would trigger an inordinate high number of referrals to financial counsellors and become detrimental to a collector assisting the debtor with a timely and workable solution, such as a hardship variation.

  To provide some perspective on how many referrals will be triggered if this requirement remains, we note that one major collection/debt buyer firm reports the vast majority of its customers advise they cannot afford to meet their financial obligations in relation to their credit contract – this advice arising during the course of tens of thousands of phone calls each month. The same situation applies across the entire industry.

  Item 1(i) is overly simplistic in its drafting and could be read to mean that virtually every customer should be referred to a financial counsellor and collection activity suspended.

  Furthermore, in some states such as Queensland where the number of financial counsellors is proportionately lower per capita (due to funding issues) the delay for a debtor to see a financial counsellor can be lengthy. Australia's financial counselling resources are already stretched and could not possibly cope with such uplift in demand.

  The collection and debt buying industry already refers debtors to financial counsellors in some circumstances however, we do not regard this should be compulsory, or apply every time that a debtor advises he cannot pay.

- The clause could be capitalised on by any consumer or for-profit consumer advocate regardless of a consumer's financial situation (as it does not include any requirement to evidence the claim that a debt cannot be repaid).

- The clause does not provide creditors and collectors with the opportunity to review a debtor's financial position and propose potential solutions.

- Many debts are handled by collectors on a contingent basis as agents to the original creditor. In this situation where a debtor advises an inability to afford to repay the debt, the collector is required to act in accordance with the parameters of the agency agreement with the original creditor – this can include conducting a financial questionnaire with a debtor for the purpose of recognising hardship and ultimately referral back to the creditor when the debtor is unable to afford to repay the debt.

For these compelling reasons, we submit this clause should be reworded so that referral to a financial counsellor should only be required if the debtor advises he is in severe financial hardship or if a workable solution cannot be reached after a reasonable period of negotiation that allows for the collector to gain an understanding of the debtor's financial circumstances.

A suggested re-wording is as follows:

> *"If a debtor (or their for-profit representative) advises that the debtor is in severe financial hardship or a workable solution cannot be reached with the debtor after a period of discussion and negotiation, you may wish to consider referring the debtor to a financial counsellor and allowing the debtor a reasonable period of time to obtain advice so that they may better understand their options."*

Alternatively, the requirement could be re-worded as:

> *"If a debtor advises that they cannot afford to repay the debt then you are entitled to make reasonable enquiry into their financial position to determine whether the debtor is able to make meaningful and sustainable repayments. If it is determined that they cannot make such repayments then you may suggest that the debtor considers seeking the advice of a financial counsellor. If the debtor demonstrates willingness and intention to do so then do not contact them until after a reasonable time has passed, allowing them to obtain advice so that they may better understand their options."*

2. Contact for a reasonable purpose only

Firstly, we note the tone of the Revised Guideline in our view fails to recognise that an increasing number of creditors and collectors are genuinely interested in working with debtors to find a workable solution to their financial problems – the document should be appropriately amended to set out a more balanced and realistic perspective.

Item 2(b): We submit that the third dot point of this item which is currently detailed as:

> *"accurately explain the consequences of non-payment, including any legal remedies available to the collector/creditor, and any service restrictions that may apply in the case of utilities (for example, electricity)."*

should be appropriately amended as follows:

> *"accurately explain the benefits of resolution and consequences of non-payment, including any legal remedies available to the collector/creditor, and any service restrictions that may apply in the case of utilities (for example, electricity)."*

Item 2(d): The second example included with paragraph (d) of this item indicates that it may not be reasonable to contact the debtor where a payment arrangement exists and the debtor is meeting those arrangements.

Whilst this is true, it is potentially confusing, as it also may be reasonable to contact the debtor where a payment arrangement exists and the debtor is meeting those arrangements, for example for the purpose of putting a settlement arrangement or alternative payment arrangement to the debtor, or for reviewing existing arrangements after an agreed period. It is recommended that this example is edited and properly clarified so that it creates less confusion and does not potentially conflict with Part 2, item 2(b) and Part 2, item 15.

The example on page 14 under item 2(e) potentially could be problematic. A number of industry participants employ a very proactive dispute resolution strategy (based upon alternative dispute resolution methodologies) that includes engaging with a disputant or potential disputant as soon as possible after a concern is raised.

In such situations, the collector discusses the debtor's concerns, negotiates resolution of the dispute and seeks withdrawal of any IDR or EDR complaint - in most cases this results in an outcome that is more favourable to the consumer than an EDR scheme could provide even if the matter were to go to a determination.

As it is currently worded, the example could be misinterpreted in such a way as to impact on the ability of industry participants to engage in fair and equitable alternative dispute resolution notwithstanding the intention behind compulsory IDR and EDR actually encourages such an appropriate approach.

3. What is contact?

Item 3(a): This item details that contact with a debtor is to include voice messages and text messages, however some concerns arise with such an approach:

1. Privacy and proper identification of the debtor: to comply with privacy laws, the identity of the debtor must first be established by the collector before any details of the debt are revealed.

   In the early stages of collection, collectors are often provided by creditors with multiple contacts for the debtor. Unless the collector is able to speak to the debtor himself, the contact details (i.e. telephone number) have not been validated as belonging to the debtor and consequentially, the identity of the debtor has not been established.

   Consequently, in those early stages of the collection process, text messages in particular are mostly used in order to attempt to validate the contact details and identity of the debtor and prior to commencing to engage with the debtor in respect of the actual debt.

   Prior to proper identification of the debtor, collectors ought not provide details about the debt in a text message or voice message and as such those text and voice messages do not engage with the debtor about the debt.

   If such pre-identification text messages are deemed to be contact with the debtor, then collectors will be delayed in any productive engagement with the debtor in order to comply with the limitations on frequency of contact.

The unintended consequence here is this delay may cause detriment to the debtor as resolution of the matter is postponed and potentially may lead to adverse consequences i.e. default listing.

2. Limiting engagement with the debtor: as outlined above, if the collector is unable to validate the contact details and make contact with the debtor, the effect will be to limit the debtor's ability to come to an arrangement or otherwise resolve the matter – this potentially means that the debtor will be at disadvantage.

Item 3(b) and (c): Continuous contact – the Revised Guideline suggests the communication must be within a reasonable proximity of time to be considered a continuous contact and yet suggests *"a reasonable proximity of time to be no more than one business day passes between such communications"*.

This suggestion is unreasonable and fails to have proper regard to the realities of such contacts and is totally inconsistent with the nature of some communication mediums, such as email. The suggestion at Item 3(c) as to what is a "continuous contact" is dependent upon the timeliness of the debtor's reply.

If the debtor takes two to three days to reply to a continuing communication, which in the experience of the industry is often the case, then this should not stop the contact being regarded as a "continuous contact".

Item 3(b) contains a number of requirements which define "continuous contact", including voluntary engagement with no expression of dissatisfaction; proximity of time; in respect to the same matter; and likelihood of being anticipated.

Consider as a practical example, a scenario whereby a collector and a debtor are engaged in communication in relation to a repayment arrangement. Say on Monday, the collector proposes a weekly repayment amount. The debtor responds on Tuesday with a proposal of that same amount but paid fortnightly. However, on Tuesday and Wednesday the relevant collector and/or authorised decision maker is off work with an illness and replies on Thursday.

According to the current drafting of item 3(c) despite the chain of communication in the scenario above meeting the requirements of: voluntary engagement with no expression of dissatisfaction; being in respect to the same matter; and was likely to have been anticipated by the debtor; because the final email advice occurred more than one business day after the previous communication, the chain of communication would not be regarded under the Revised Guideline as a "continuous contact".

We respectfully submit that given the other three requirements must be met for a contact to be "continuous", the proximity requirement is less significant and the timeframe detailed in item 3(c) should be extended to one week (5 business days). Such a sensible and practical amendment would cater more reasonably for unanticipated issues including but not limited to situations such as:

- the requirement for a repayment proposal to be escalated one or two layers within a creditor organisation for approval;
- employee sick leave; or
- a temporary email/server outage.

We also suggest that some further clarification be provided around the way that social media can be used to privately contact debtors so as to avoid any suggestion that such use is misleading.

4. Hours of contact

The proposed amendments to this section, specifically the amendments to the table included under item 4(a) are the cause of deep concern for the industry given the absence of evidence of detrimental impact upon debtors which would support such a change in contact times

The table under item 4(a) contains substantial revision to the previous Guideline, including:

- It no longer differentiates between telephone contact and face to face contact, which are clearly different and clearly have differing levels of impact upon consumers;
- The proposed reduction of allowable telephone contact hours amounts to a cut of 25%, down from 91.5 hours per week to 69 hours per week;
- The proposed reduction of allowable face to face contact of 17.8%, down from 84 hours per week to 69 hours per week; and
- Of most concern, based on a typical 8.30am to 5.00pm work day, a reduction from 49 hours per week to 26.5 hours per week (a 46% reduction) of allowable telephone contact hours outside of working hours.

We respectfully submit the reduction in the hours of recommended contact is unnecessarily restrictive, particularly when viewed in the context of data previously provided by ACDBA to both ACCC and ASIC. In the event such compelling and substantial data has been inadvertently overlooked in a balanced review of the issue of "hours of contact" we refer to the further copy included with this submission as Annexure A.

The data previously provided contained strong contradictory fact-based evidence against the anecdote that contact between 7.30am and 8.00am or between 8.00pm and 9.00pm is unwanted or concerning. Indeed, the data revealed that consumers are much more likely to be frustrated by calls during the work day than calls made prior to 8.00am or after 8.00pm

It is disappointing that the Revised Guideline proposes removing 46% of the contact period which has demonstrably and consistently led to improved consumer outcomes and less consumer complaints.

As has been noted in previous submissions made by ACDBA to both ACCC and ASIC, the ability for consumers and the debt collection industry to engage should reflect the changing work environments widely in place within the Australian economy with many industries adopting an "open day" model - a relevant example of note here is the hospitality industry which is Australia's fastest growing sector in terms of employment. Engaging with consumers on their terms involves a flexible approach to contact times which the existing guidelines accommodated whereas the Revised Guideline does not.

We respectfully submit that the reasonable contact times as outlined in the existing debt collection guideline should be maintained without amendment or in the alternative if ACCC and/or ASIC are committed to the proposed changes to the "Hours of contact" that this issue be more thoroughly considered by gathering statistical feedback (rather than anecdotal feedback) from all stakeholders.

Other stakeholders if arguing for reduced contact times should be required by the regulators to provide actual data which challenges that the industry supplied data (based upon a very significant dataset of 63 million phone calls) is inaccurate. Alternatively, ACCC and/or ASIC should explain what facts they have relied upon in order to arrive at the proposed amendment.

A 46% reduction of allowable outside of business hours contact timeframes is a major guidance change with significant unintended negative consequences for both creditors and consumers whereby consumer outcomes will be poorer and consumer complaints in relation to workplace contact will increase.

Our industry strongly opposes any amendment to the guideline which has the effect of reducing the ability to engage with its customers – as this inevitably will directly lead to increased consumer litigation and is at odds with Treasury's recent Hardship Amendments.

It is a relatively common situation that in almost all businesses, there will be some employees working past 5.00pm on business days but for industry businesses located in Western Australia, the proposed reduction in contact hours under the Revised Guideline whereby a customer cannot be contacted after 8:00pm (in the customer's time zone) means that such businesses would be unable to contact the majority of its customers located in the eastern states after 5.00pm WST given the three hour time difference between WST and EST during the summer months.

Industry practitioners understand that outside of workplace contact, it is the tone and content of a phone call, rather than the time of a phone call, which generates consumer complaints – we maintain those issues are dealt with adequately in the existing guideline.

Additionally, we contend that consumer experience and consumer law as it relates to face to face contact cannot be reasonably applied to telephone contact, where no physical interaction occurs.

Part 2, item 7 of the Revised Guideline describes face to face contact should be considered as an option of "last resort" and suggests in item 7(a) that telephone calls are "less intrusive". Given these provisions, it is evident that ACCC and ASIC can indeed see the distinction between these two mediums and accordingly such distinction should be re-inserted into item 4 "Hours of contact" of the Revised Guideline.

Finally, the amended timeframes as noted in Footnote 12 are an attempt to "better align" with the Do Not Call Register Act 2006 and relevant ACL provisions. The footnote fails to identify which specific ACL provisions these amendments purport to respond to.

Insofar as the Do Not Call Register is concerned, this is not an appropriate analogue for considering collections based telephone contact given:

- Such register is a database which a consumer has to actively consider and subscribe to.
- The Do Not Call Register Act 2006 does not contain any definition of appropriate contact timeframes for telephone contact.
- Such register and relevant associated telemarketing laws are in relation to the sale of goods and services, rather than contact with consumers in relation to existing contracts or relationships.

- A listing on such register and/or consumers opting out of telemarketing activities does not expose a consumer to an increased likelihood of litigation, whereas limiting allowable contact timeframes in the debt collection guidelines does expose a consumer to an increased likelihood of litigation.

- if contact prior to 8.00am or after 8.00pm occurs and a debtor makes it clear that they do not wish to be contacted again at that time and provides and responds to an alternative contact method and/or time then continued contact at the unwanted time is potentially a breach of one or more other sections of the Guideline and such behaviour is already adequately dealt with. In this sense, the Guideline already provides consumer protections similar to the Do Not Call Register, in that debtors are able to (and creditors must allow them to) "opt out" of contact at inconvenient places or times or via inconvenient channels provided debtors then respond to more convenient alternatives.

In our view, telemarketing and sales activity is quite a different activity to appropriate debt collection activity and there is no obvious need or reason for an alignment of times between them.

In our view, contact by telephone should be permissible from 7.30am weekday mornings - we are particularly concerned by the potential loss of the 7.30am to 8.00am contact time on weekdays as this is well established and demonstrated to be a good and effective time to contact customers just prior to the start of their working day, but not so early that it inconveniences them.

We recommend that the reasonable contact times outlined in the existing guideline be maintained in the Revised Guideline or in the alternative that the proposed new timeframes apply to face to face contact only and that the existing telephone contact timeframes be maintained.

If ACCC/ASIC are committed to the proposed changes, it is recommended that this issue be fulsomely re-considered following the gathering of statistical feedback (rather than anecdotal feedback) from all stakeholders.

In relation to item 4(e) we submit there is a need for more clarity to be provided around what constitutes "reasonable efforts and over a reasonable period" for the reason of providing certainty for debtors, EDR schemes, regulators and industry. We submit a suitable clarification would be no response from the debtor after at least 4 attempts at contact during a two week period.

5. Frequency of contact

It is in the debtor's best interests for creditors or collectors to seek to engage with the debtor in order to assist the debtor to resolve the matter. If the collector cannot do so, the lack of such contact puts the debtor at risk e.g. by way of a default listing on the debtor's credit file.

Increasingly, the businesses of collectors and debt buyers involve call centre operations with the use of an automatic dialler. Such automation in the situation where there are two possible contact numbers for an individual debtor, will attempt to contact both in succession if the first does not answer. It should be made clear in the guidance that such successive calls should not be considered potential undue harassment.

Further, we submit that any contact initiated by the customer/debtor should be excluded from the number of permissible contacts to avoid any ambiguity, so that the guidance is clear that the maximum number of contacts refers to the number of unsolicited contacts initiated by the creditor or collector.

7. Face to face contact

In relation to item 7(b) the second sentence currently reads as:

> *"Making contact with the debtor at work should be the last option."*

We submit this should be appropriately amended to read as follows:

> *"Making face-to-face contact with the debtor at work should be the last option."*

8. Privacy obligations to the debtor & third parties

Item 8(e):

Bullet point 7 in item 8(e) details in relation to social media contact:

> *"only contact the debtor by the debtor's private social media accounts (for example by Facebook) if attempts to contact the debtor by telephone (either by calling or SMS), post or e-mail have all been reasonably exhausted"*

This paragraph seems out of place and based on our understanding is not one of the key obligations around information handling. Further, using social media to contact a debtor may not necessarily be following exhaustion of all other communication mediums – indeed communication by Facebook messaging is actually a preference for some consumers. The popularity and preferential usage of emerging communication channels is only likely to increase over time.

The relevant privacy concerns in relation to social media are adequately addressed in the following (8th) bullet point of item 8(e) and thus bullet point 7 is both inaccurate and unnecessary.

Bullet point 9 in item 8(e) details:

> *"not use or disclose the information for a secondary purpose unless the debtor has consented to that use or disclosure"*

This requirement appears to be National Privacy Principle 2, which allows the use of information for a secondary purpose if that secondary purpose is related to the primary purpose of collection and the individual to which the information relates would reasonably expect the organisation to use or disclose the information for that secondary purpose.

We request that this dot point be redrafted to correctly reflect the actual requirements of NPP 2.

Bullet point 10 of item 8(e) details:

"not use or disclose personal information for direct marketing"

The inclusion of this requirement implies that not using or disclosing personal information for direct marketing is a key obligation of information handling under the National Privacy Principles. This is not strictly the case, as NPP 2.1 provides for a variety of circumstances where personal information can be used for direct marketing. This requirement should be corrected or clarified as it is potentially misleading and should be consistent with the privacy principles.

Further, we note some debt buyers as part of their ongoing business model work very constructively with their customers and to this end it is foreseeable that a customer may wish to continue a relationship with such an organisation into the future if products or services were available. Accordingly, we contend that if direct marketing is conducted in a manner that is compliant with the privacy principles, the obligations for debt buyers should be consistent with those for other financial services providers or any provider of products and services.

Item 8(g) mentions "membership of a professional or trade association" as sensitive information. Certain memberships are disclosed in publicly available databases or publicly accessible websites such as social media sites and cannot therefore be considered sensitive. This paragraph should be appropriately edited so it is clear that publicly accessible information is not considered sensitive.

Verifying the identity of a debtor or third party

As noted in earlier commentary, call recipients (both debtors and third parties) often resist providing personal details before they know the name of the organisation that is calling them. We recommend that the Revised Guideline should clarify that merely disclosing the collector's company name, especially when asked, does not constitute divulging the existence of a debt.

Alternatively, should this recommendation not be adopted, we recommend that it should be clarified in the Revised Guideline that withholding the collector's company name during a contact with a debtor (prior to verification of identity) or third party (excluding employers) does not constitute misleading conduct. In such circumstances, the purpose of the call could be described as "a personal business matter".

For certain debts, it is necessary that creditors and collectors make enquiries with employers as to the employment status and salary of a debtor so as to avoid unnecessarily pursuing legal recovery of a debt. In this situation, we recommend that the Revised Guideline should clarify that the following does not constitute a breach:

- disclosing the collector's company name; and
- describing the purpose of the enquiries as being in relation to a financial matter or loan.

To this end, the case study example detailed at page 41 of the Revised Guideline should be amended (or a notation added) that whilst a debt collector should not mislead an employer into believing that the purpose of the enquiries is for a loan application, if the employer asks for the reason for the enquiry, the debt collector can validly describe the reason as being in relation to a financial matter or a loan without the risk of being found to have engaged in misleading conduct.

9. When a debtor is represented

In relation to the requirement under the 2nd bullet point of item 9(d) we submit creditors and collectors should not be required to issue a formal second notice to a non-responsive representative. Instead, a more reasonable approach would be to extend the reasonable period to be 14 days rather than 7 days.

We also suggest that a further reason to contact a debtor directly when an authority is in place should be added to item 9(d) in order to address the situation where a representative has responded but is clearly not acting in the interests of a debtor but rather his/her own commercial interests.

A member of ACDBA has advised that obstructive tactics are often employed by at least one for-profit intermediary. A relevant example was a situation where a debtor commenced corresponding with the debt buyer directly after he could no longer afford to pay the for-profit intermediary the significant amounts he had been paying for some time in the belief the funds were being distributed to his creditors, when in fact this was not the case. When the debtor was unable to continue paying the required amounts to the for-profit intermediary, that firm ceased to act for them and the debtor came directly to the debt buyer in an obvious distressed and vulnerable state – the member concerned was then able to immediately refer the debtor to a non-for profit financial counsellor.

10. Record keeping

The 3rd bullet point of item 10(a) is an unnecessary inclusion, as the following item 11 in Part 2 deals fulsomely with this requirement. Further, including this sub-point may be misleading as there is only a limited set of documents which must be provided to debtors on their request whilst other information remains the confidential property of the creditor.

Item 10(c) of this section appears to be a duplicate of item 10(b) – one of these is unnecessary.

11. Providing information and documents

The “34” in item 11(c) should be in superscript.

Similarly, the same is true for the “39” in item 11(e).

In item 11(j), the following sentence should be removed as it is vague and open to misinterpretation:

"You should ensure that the debtor is not disadvantaged by the reassignment of the debt."

If this sentence is not removed, then further clarification as to its intended meaning should be provided.

Item 11(k) details that where the original creditor assigns a debt, they must inform the debtor of the sale, however this is not necessarily the case. The reference provided in Footnote 42 is Section 134 of the Property Law Act 1958 (VIC).

This requirement suggests that only an assignor can give the notice required under the relevant property legislation, however, the High Court in Norman v FCT (1963) 109 CLR 9 at 29 and in dealing with Section 12 of the NSW Conveyancing Act 1919 determined that if either the assignor or the assignee gives the debtor the required notice then the notice is valid at law in respect to meeting the requirements of Section 12.

Further, in Pacific Brands Sports & Leisure and Others v Underworks Pty Ltd FCAFC 40 Finn and Sundberg JJ at 30 in the Federal Court dealing with whether or not an assignment was subject to NSW or Victorian law found that "there is no relevantly operative differences between the provisions of Section 12 of the Conveyancing Act 1919 (NSW) and of Section 134 of the Property Law Act 1958 (VIC)".

Accordingly, it is clear that either the assignor or the assignee can provide an effective notice of assignment and as such item 11(k) should be corrected as it is contrary to legal precedent.

12. Consistent and appropriate correspondence

Item 12(d): In our view, the restriction on sending debtors reminders or correspondence about the consequences of non-payment when court proceedings have been commenced should be removed. Such communication can be in the debtor's interests to avoid judgment being entered against them and the detriment that can flow from this. (See the Consumer Action Law Centre's 2012 report named "Like Juggling 27 Chainsaws: Understanding the Experience of Default Judgment Debtors in Victoria".)

Item 12(e) is considered problematic. There are a range of circumstances during the collection process which may require urgent attention, such as a phone call back by the end of the day to ensure legal activity is not commenced the following day.

In terms of passing messages, using terminology such as "could you ask Mr Smith to return my call as soon as possible?" could be argued to potentially distort the true purpose of the communication and yet it is a very reasonable message to be left.

Should ACCC/ASIC wish to retain this paragraph, it is recommended that further examples of prohibited communications and acceptable communications be included as this is a potential area of substantial uncertainty which may be capitalised on by either creditors or consumers and their advocates (particularly by for-profit representatives).

Item 12(e) is vague about whether an appropriate sense of urgency can be conveyed in communications when the identity of the debt collector is made explicit in the communication. We request that clarification be provided to this effect, with a further example included, such as:

> *"To avoid confusion, collectors are able to use phrases such as 'urgent' when the communication includes the name of the debt collector and the reason for the urgency."*

13. If liability is disputed

In relation to this section, the term *"a formal denial of liability"* should be more clearly defined: when is a denial of liability formal and when is it informal?

Item 13(i): This requirement should also allow for further communication by telephone or writing to advise a debtor that the reasons they have put forward to deny liability have no basis in law. Examples of when this may apply are:

- denial of liability by a spouse on the basis that he/she has incorrectly interpreted orders in matrimonial proceedings that the debtor's former spouse is responsible for payment of the debt to excuse him/her from liability to the creditor; and
- denial of liability by a debtor who has downloaded spurious template letters from the internet for denying liability that have no basis in law - often these are written in odd languages and styles and refer to international law.

If creditors and collectors are unable to engage constructively with customers after these questionable denials of liability have been made, it increases the likelihood legal action will proceeded against the customer when this could be avoided.

14. Repayment negotiations

We note that this area of the Revised Guideline has been expanded.

Item 14(g): This item details that it is *"unacceptable to pressure a debtor to"* undertake a range of listed options. The options listed are mostly reasonable and viable options which any person assisting a debtor (whether as a financial counsellor or a debt collector) may wish to discuss with a debtor to explore and resolve their financial circumstances.

It should not be acceptable to coerce or exert undue influence over a debtor to enter into one of these options, however, in our view it is both reasonable and beneficial to a debtor to discuss these options so the debtor may give consideration to them. Whilst agreeing a debtor should not be "pressured", we equally think it is important that the Revised Guideline acknowledge that a creditor should be able to professionally enquire with a debtor whether he can meet his contractual obligations.

We recommend that the threshold in respect to these options should be increased to *"exert undue influence"* or another similar well established legal threshold rather than the use of the vague, emotive and undefined term *"pressure",* which is open to manipulation and misinterpretation.

In the collections environment, it is commonplace for a debtor to contractually owe the full balance of the amount owing, effective immediately. Where the debtor cannot manage to meet this contractual requirement, it is appropriate (and necessary under hardship provisions) for the creditor to be flexible in offering alternative options.

That said, our view is that a creditor should be entitled to professionally enquire whether the debtor can meet his contractual obligations, before moving to a more long term variation on the contract (such as an instalment arrangement).

Given a flexible approach is a necessity in the business model of creditors and collectors, we believe this section of the Revised Guideline should be tempered to recognise the valid contractual rights of credit providers.

Further, we question the use of the term *"…unreasonably large instalments"* in the first bullet point under item 14(g) - is this appropriate terminology to use, given that in asking for the debtor to make a large payment, the credit provider may simply be asking him to adhere to his contract? An instalment arrangement is in most cases, a variation on the original agreement the debtor originally made with the creditor; therefore an instalment arrangement should logically only be agreed to, after it has been clearly established that the debtor cannot meet the original contract terms.

The second bullet point of item 14(g) states that it is unacceptable to pressure a debtor to *"pay a large upfront amount and state that only afterwards you will consider payment arrangements".* This statement is incorrect in circumstances where the debtor has sufficient assets to make a meaningful upfront payment. There is no requirement upon creditors to accept a repayment arrangement in such circumstances. Accordingly, we respectfully suggest this bullet point should be appropriately amended as follows:

> *"pay a large upfront amount and state that only afterwards you will consider payment arrangements in circumstances where it has been evidenced to the creditor that the debtor has no access to a large upfront amount"*

The example which is provided in item 14(g) is poor as it does not comment on the debtor's asset position. We recommend the example should be edited as follows:

> *"If the alleged debt is $10,000, with the original repayments scheduled to $500 per month, you should not tell a debtor with no assets and on a fixed low income that you will only consider varying repayments to a lower amount if they pay a large amount, upfront."*

The fifth and sixth bullet points of item 14(g) state that it is unacceptable to pressure a debtor to *"borrow from family or friends"* or to *"access their superannuation early".* Whilst agreeing that it is unacceptable to apply unreasonable pressure on a debtor to take these steps, we do not agree that it is unacceptable to discuss these "access to funds" alternatives with a debtor. This item potentially provides a dangerous grey area for exploitation by for-profit intermediaries and accordingly we recommend that further examples of both appropriate and inappropriate negotiations be detailed within the Revised Guideline.

An appropriate example to include is perhaps as follows:

> *"When discussing repayment arrangements with debtors it is not inappropriate to constructively outline the potential sources of funds which may be available to them, for example support from friends or family, affordable and appropriate refinancing activities or legitimately accessing superannuation balances. Where this activity could become inappropriate would be when discussions of these potential alternatives becomes a demand for a debtor to pursue a specific one of these alternatives before any further repayment arrangements will be discussed."*

15. Contact when a payment arrangement is in place

In relation to this section, the term *"informal arrangement"* should be more clearly defined: when is an arrangement formal as opposed to informal?

18. Conduct toward family members and other third parties

In this section, the vague, emotive and subjective term *"pressure"* is used multiple times potentially leaving it open to misinterpretation and manipulation, for example by for-profit organisations in the debt mediation and credit repair industry who can and do abuse the EDR process for commercial gain.

For example, an allegation could be made that leaving a discreet message with a third party that does not disclose the name of the debt collection organisation is 'putting pressure on the debtor indirectly by involving the third party' when an objective assessment of the circumstances would result in a different conclusion. In our view, the word *"pressure"* used in this section and indeed elsewhere throughout the Revised Guideline should be replaced by a legal term that has a specific meaning and/or clear definition.

Further to earlier comments in this submission, we note call recipients (either debtors or third parties) regularly resist providing personal details before they know the name of the organisation that is calling them. We recommend that the Revised Guideline should clarify that merely disclosing the collector's company name, especially when specifically asked to do so, does not constitute divulging the existence of a debt.

If the previous recommendation is not adopted, we recommend that it should be clarified that withholding the collector's company name during a contact with a debtor (prior to verification of identity) or to a third party (excluding employers) does not constitute misleading conduct. In the event of this, the purpose of the call could be described as "a personal business matter."

For certain debts, it is necessary that creditors and collectors make enquiries with employers as to the employment status and salary of a debtor so as to avoid unnecessarily pursuing legal recovery of a debt. In this situation, we recommend that the Revised Guideline should clarify that the following does not constitute a breach:

- disclosing the collector's company name; and
- describing the purpose of the enquiries as being in relation to a financial matter or loan.

19. Representations about the consequences of non-payment

Item 19(c): This item is problematic and clumsily worded as it is worded in the negative. It states that:

> *"You must not threaten legal action if the start of proceedings is not possible, not intended, or not under consideration, or you do not have instructions to start proceedings.*

"Threaten" is a vague, emotive, subjective and undefined term that is open to misinterpretation and manipulation. The ASIC v ACMS case was decided on the basis that ACMS had suggested legal action was imminent and certain in a manner that was misleading and in some circumstances constituted undue harassment or coercion. In our view, the Revised Guideline goes too far in attempting to capture conduct that would not be considered misleading or undue harassment or coercion and instead should provide an accurate and reasonable explanation of potential consequences.

Item 19(c) opens up the possibility of an allegation that the mere suggestion to a debtor that legal action is a possible consequence (when it is indeed a possible consequence) could be a threat and therefore a breach of the Revised Guideline. There will be circumstances where a final decision to commence legal action has not been made yet, and when legal action is still a possibility and should be brought to the debtor's attention as a possible consequence.

In our view, this clause should be reworded to:

> *"You can only suggest that legal action may be a consequence of non-payment when legal action is possible, intended, under consideration or you have instructions to start proceedings."*

Or in the alternative:

> *"You must not suggest legal action is imminent and certain when the start of legal proceedings is not possible, not intended, or not under consideration."*

Or in the alternative, the word *"threaten"* should be clearly defined as:

> *"make a statement that a specified action is certain and imminent."*

The eighth bullet point under Item 19(e) details:

> *"non-payment will impact a person's immigration status"*

Whilst this requirement may be reasonable and appropriate in most situations, there are we understand certain situations where a creditor or collector not advising this to a debtor might potentially have adverse consequences for the debtor.

Depending upon the specific obligations between a university creditor and a debtor who is enrolled as an overseas student at the university, the non-payment of university fees may lead to a situation where the student is not permitted by the university to graduate. This in turn may adversely affect the debtor's visa status, in which case their immigration status may be affected and so should be appropriately communicated to the debtor so he is aware of the possible consequences.

Part 3: Commonwealth consumer protection laws

In reference to the section: *"Misleading or deceptive or likely to mislead or deceive"* at page 56 which includes:

> *"In some circumstances, a debt collector may need to disclose information to avoid creating a misleading impression"*

it is concern around avoiding the risk of inadvertently engaging in misleading conduct which gives rise to our earlier commentary on the need for clarification that disclosing the name of a collector's organisation to debtors and third parties does not breach privacy or that in the alternative, withholding the name of the collector's organisation does not constitute misleading conduct. This aspect requires consistent clarity within the Revised Guideline.

The section entitled *"Non-English speaking debtors"* within this Part discusses the use of various parties for the purposes of translation.

Whilst in general agreement with the intention of this paragraph, it is worth noting that many creditors and collectors have experienced the situation of "language difficulties" being used as a barrier to progressing repayment negotiations but that when the debtor is subsequently contacted in their natural language he/she has no issues reverting to English. Given this very real and practical experience we respectfully submit the start of the second sentence in this section should be appropriately amended as follows:

> *"When it is evident that the debtor cannot speak adequate English to understand you, then the assistance of an English-speaking family member or friend to translate should be sought, but only if the debtor proposes or agrees to this."*

Concluding remarks

As noted earlier the members[1] of Australian Collectors & Debt Buyers Association have generally supported the Guideline acknowledging it has positively contributed to the increased level of compliance and ethics of the Australian debt collection industry.

The review of the Guideline was initially described to industry stakeholders as not being a major one, however, as we have highlighted above there are some significant changes included in the Revised Guideline which potentially impact adversely upon the businesses making up the debt collection industry.

Despite the revisions being more wide-ranging than expected, ACDBA does not object to many of the revisions on the understanding some in fact will be quite helpful to all stakeholders. Concern has necessarily been raised in respect to those aspects where the guidance appears to lack balance, fairness and equity by moving too far in eroding the contractual rights of creditors.

[1] The membership of ACDBA is listed at Annexure B.

The recommendations and observations provided in this submission are provided to assist ACCC to ensure improved clarity of the Revised Guideline and to achieve an appropriate and equitable balance between protecting vulnerable consumers on the one hand and on the other hand ensuring that the debt collection industry can continue to operate efficiently and effectively as an essential component of a modern free-market economy.

The Australian Collectors & Debt Buyers Association would welcome the opportunity to workshop with the ACCC our comments with a view to supporting an early finalisation of the Revised Guideline.

Yours sincerely
AUSTRALIAN COLLECTORS & DEBT BUYERS ASSOCIATION

Alan Harries
CEO

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Em: akh@acdba.com

Copy to:
Mr Tim Gough
Senior Manager
Deposit Takers, Credit & Insurers
Australian Securities and Investments Commission
120 Collins Street
MELBOURNE VIC 3000[

AUSTRALIAN COLLECTORS & DEBT BUYERS ASSOCIATION

ANNEXURE A

26 July 2013

Mr Tim Gough
Senior Manager
Deposit Takers, Credit & Insurers
Australian Securities and Investments Commission
120 Collins Street
MELBOURNE VIC 3000[

and

Mr Konrad Chmielewski
National Director
Education & Engagement
Compliance Strategies
Australian Competition & Consumer Commission
GPO Box 520
MELBOURNE VIC 3001

Dear Sirs,

Review of the ACCC/ASIC Debt Collection Guideline

We refer to the review project currently being undertaken by ACCC and ASIC and to our discussions in relation to the issue of Contact Times under the Guideline.

We are pleased as requested to provide additional information to assist in your considerations as to why Contact Times should remain unaltered in the Revised Guideline as:

Contact by telephone	*Monday to Friday 7.30am–9.00pm* *Weekends 9.00am–9.00pm* *National Public Holidays No contact recommended*
Face-to-face contact	*Monday to Friday 9.00am–9.00pm* *Weekends 9.00am–9.00pm* *National Public Holidays No contact recommended*
All workplace contact	*Debtor's normal working hours if known* *or 9.00am–5.00pm on weekday*

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A decision as to what should be reasonable Contact Times under the Guideline we believe requires careful review of relevant matters and we trust this submission will assist in allowing a reasonable and fair determination for the benefit of all parties.

In developing this submission, we asked our members to provide their contact data for the 12 months to 30 June 2013 broken down by time blocks and outcomes. A significant data set was possible from 8 members able to interrogate their databases for such detail – the responses gathered include corporations which are the larger operators in the Australian industry.

Please find attached our summary and analysis of the contacts made and outcomes for that dataset comprising in excess of 63 million attempted contacts, 5.1 million successful contacts and 1.5 million payment arrangements – we shall comment below on aspects of the dataset analysis.

Developments in communication

The expectations of individuals as to the way communications operate in today's society are very different and evolved compared to say 10 or even 5 years ago.

Communications are no longer limited to the traditional fixed line telephone calls or letters sent by Australia Post.

Instead, communications operate through a growing array of methodologies and mediums including: fixed line telephone calls; mobile telephone calls; "Skype" calls; letters; email messages; SMS messages; and messaging through social media, such as Facebook, LinkedIn and Twitter. These mediums are widely available and in use by almost the entire population and are practical evidence of the changing communication expectations of today's community.

Ongoing and future technological changes will continue to provide the pathway for new and enhanced communication opportunities.

The household of this century is not defined by the parameters and communication norms that were present when the ACCC/ASIC Debt Collection Guideline was established.

Working hours

The days and hours individuals work have changed significantly over the past 10 years. The traditional 9.00am to 5.00pm Monday to Friday working week no longer resonates with a growing number of Australians.

The shift arrangements traditionally associated with mining, heavy industry, manufacturing, transportation, community and health services have been widely adopted by many other industries including retail, leisure, food and entertainment, tourism, security and accommodation services.

Working hours not matching the traditional 9.00am to 5.00pm Monday to Friday working week is increasingly the norm.

The changes as to when Australians are required to be at work, alters the times now regarded as non-work or at home periods. The growing spread of work hours and days consequentially challenges traditionally held rules and expectations for communications.

The boundaries between what are work and non-work times are also very much blurred too by the adoption of available technologies including smart phones and iPads which have heightened the expectations of Australians as to when they are available to make and respond to communications.

In today's society, people are active and accepting of engagement in a much wider time span each day and with the Generation X's & Y's there is basically no limitation to the time of communication.

On the evidence of the changed spread of working hours and days alone it follows there should be no barrier imposed as to when individuals can be contacted - of course we accept such an open approach would be neither practical nor reasonable.

However, the diminishing nature of an actual norm for what constitutes work and non-work hours and the growing expectation of individuals as to how they wish to communicate means there is no logical or reasonable basis for further restricting the existing times available to creditors and collectors to attempt contact with debtors, whilst remaining respectful of the individual and his or her privacy.

Purpose of communications

Underpinning the resolution of disputed and unpaid debts is the need for the parties concerned to engage in meaningful and respectful communications.

It is in the interests of all parties for contact to be achieved at the earliest opportunity to resolve disputed and unpaid debts – the reduction of success in communications with debtors due to a reduction in available contact times will directly lead to an increase in the rate of litigation for resolution of unpaid debts. Put simply, if contact is not made, there is an escalation of the debt.

The recent Hardship Amendments pursuant to the National Credit Code regime centre around flexibility in negotiating outcomes which will necessarily require more, rather than less engagement between collectors and debt buyers and debtors. Any proposal to reduce the available spread of Contact Times under the Revised Guideline would be significantly at odds with and therefore counterproductive to the intention of the Hardship Amendments.

If contact is made and effective communication occurs there is an opportunity for a suitable payment arrangement to be made – this is a positive outcome for all parties and what is intended by the Hardship Amendments.

With reference to the attached dataset analysis, we note for the time block, 7.30am to 9.00am our members report the highest success in terms of achieving suitable repayment arrangements (37.96% of calls to the correct individual) when compared to the results achieved for all other time blocks.

Further, the rate of complaints made, where the complaint was stated to be about contact having been made before 9.00am or after 8.00pm compared to the number of successful calls made in those time blocks was only 0.00192% - representing a total of only 7 complaints arising from 365,532 contacts in the 12 month period!

Reducing the spread of available contact hours to be only 9.00am to 8.00pm would decrease the rate of successful debtor contact as the situation for contacts made in all time blocks from 9.00am to 9.00pm sees the rate of suitable repayment arrangements spiralling down from a high of 36.98% for the first time block to 13.89% for the last time block.

Dataset observations

The attached dataset analysis demonstrates a high level of activity necessarily undertaken by debt buyers and collectors accompanied by a very low level of complaints about when contacts are being made.

For the dataset (limited to only 8 members) only 91 complaints in total in relation to when contacts are being made were received despite 5.16 million successful contacts having been made!

There is no evidence of a high level of complaints being raised by debtors in relation to the time when contacts have been made. The results of a high percentage of successful contacts leading to repayment agreements being made with debtors prior to 9.00am supports our view that the contact times as currently detailed in the Guideline remain suitable and should not be amended.

Concluding comments

Thank you for this opportunity to share empirical data in relation to contact volumes, successes and outcomes. Despite the volume of contacts involved, it is evident there is no high or unreasonable level of complaints associated with the existing time blocks for Contact Times with debtors.

The resolution of debts without unnecessarily resorting to litigated recovery necessarily relies upon effective and meaningful communication between the parties and for this reason making contact with debtors when they are available widens the opportunities for suitable payment arrangements to be made. Such opportunities allow a positive outcome for all parties. This is exactly what is intended by the Hardship Amendments.

Australian Collectors & Debt Buyers Association supports the retention of the existing Contact Times provided for in the Debt Collection Guideline as being entirely appropriate given the current communication preferences and expectations of the community.

The ACDBA would welcome the opportunity to workshop with the ACCC our comments in this submission with a view to supporting an early finalisation of the Guideline review.

Yours sincerely,
AUSTRALIAN COLLECTORS & DEBT BUYERS ASSOCIATION

Alan Harries
CEO
Email: akh@acdba.com

Contact times and results

The data used in this analysis was voluntarily submitted by 8 ACDBA members
(ARL, Baycorp, CCG, CCSS, Charter, CHL, D&B and Shield)
and is for the period 1 July 2012 to 30 June 2013

Total number of attempted calls in period: 63,045,571
Total number of successful contacts in period: 5,160,268
Total number of calls resulting in a payment arrangement: 1,540,333

Time block	No of total attempted calls made	No of successful contacts made	Percentage Right Party Contact Rate	Percentage Payment Arrangement Rate
7.30am to 9.00am	3,996,831	274,179	6.86%	37.69%
9.00am to 10.30am	8,346,300	635,680	7.62%	36.38%
10.30am to 12.00pm	10,556,078	814,935	7.72%	35.47%
12.00pm to 1.30pm	9,430,710	784,971	8.32%	32.48%
1.30pm to 3.00pm	10,450,235	848,343	8.12%	30.03%
3.00pm to 4.30pm	9,774,670	795,506	8.14%	26.13%
4.30pm to 6.00pm	5,757,071	544,921	9.47%	21.62%
6.00pm to 7.30pm	3,276,701	297,305	9.07%	19.66%
7.30pm to 9.00pm	1,456,975	164,428	11.29%	13.89%
TOTAL	**63,045,571**	**5,160,268**		

Complaints about contacts made prior to 9.00am or after 8.00pm compared to business hour contacts

Reason	No of complaints about contact	Total No of Complaints	Percentage of all complaints	Percentage of complaints received compared to successful calls in relevant time blocks
Contact at work or during business hours	84	4,059	2.07%	0.00175%
Contact prior to 9:00am or after 8:00pm	7	4,059	0.17%	0.00192%

AUSTRALIAN COLLECTORS & DEBT BUYERS ASSOCIATION

ANNEXURE B

The members of Australian Collectors & Debt Buyers Association are:

- ACM Group Ltd
- Australian Receivables Ltd
- Axess Australia Pty Ltd
- Baycorp (Aust) Pty Ltd
- Charter Mercantile Pty Ltd
- Collection House Limited
- Complete Credit Solutions Pty Ltd
- Credit Corp Group Limited
- Credit Four Pty Ltd
- Dun & Bradstreet (Australia) Pty Ltd
- eCollect.com.au Pty Ltd
- Insolvency Management Services Pty Ltd
- Pepper Australia Pty Ltd
- Pioneer Credit Pty Ltd
- Shield Mercantile Pty Ltd
- State Mercantile Pty Ltd
- The ARMS Group Pty Ltd