NOTICE OF FILING

Details of Filing

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Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA

Registrar

Important Information

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 of the filing of the document is determined pursuant to the Court's Rules.

Form NCF1

Concise Statement

No. [redacted] of 2026

Federal Court of Australia

District Registry: Victoria

Division: General

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

COMMONWEALTH BANK OF AUSTRALIA (ACN 123 123 124)

Defendant

A. IMPORTANT FACTS GIVING RISE TO THE CLAIM

A.1 Introduction

1. This proceeding concerns the enduring charging of unlawful fees and false or misleading representations by the Defendant, Commonwealth Bank of Australia (**CBA**), to business customers (**CommBiz Customers**) using an online banking platform operated by CBA since December 2006, **CommBiz**.

2. CommBiz provides CommBiz Customers with access to commercial banking services, including receiving and making payments by linking their eligible CBA bank accounts, including accounts through which fees for the financial services were deducted (**CommBiz Accounts**), to CommBiz. The CommBiz Accounts include deposit taking accounts and loan accounts.

3. Pursuant to their instructions through CommBiz, CommBiz Customers could:

   a. receive a **Direct Debit**, being a payment into the CommBiz Customer's CommBiz Account via electronic transfer *from a third party's account* under a Direct Debit User arrangement the CommBiz Customer has with CBA;

   b. make a **Direct Credit**, being a payment from the CommBiz Customer's CommBiz Account via electronic transfer *to a third party's account*.

4. CBA charged CommBiz Customers **Direct Credit/Direct Debit fees** for processing Direct Credits and Direct Debits, which were debited monthly from a nominated CommBiz Account.

5. Between 1 December 2006 and 31 May 2025 (the **Relevant Period**), CBA overcharged approximately 93,000 CommBiz Customers, including approximately 40,000 small business customers, approximately $21 million in Direct Credit/Direct Debit fees contrary to what: (i) was represented in the relevant terms and conditions (**CommBiz Terms**), including the CommBiz Fee Schedule summarised at Schedule A to this Concise Statement and on its website; and (ii) CBA was contractually entitled to charge under the CommBiz Terms.

6. Between 12 November 2020 and 31 May 2025 (the **Penalty Period**) by publishing on its website (i) the CommBiz Terms; and (ii) a summary of the CommBiz Fee Schedule, CBA made false or misleading representations and contravened s 12DB(1)(g) of the *Australian Securities and Investments Commission Act 2001* (Cth) (**ASIC Act**) on each of the approximately 2.4 million occasions the relevant webpages were accessed and viewed.

7. Further, throughout the Penalty Period, CBA failed to do all things necessary to ensure that the

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financial services covered by its Australian Financial Services Licence (**AFSL**) were provided efficiently, honestly and fairly and thereby contravened ss 912A(1)(a) and (5A) of the *Corporations Act 2001* (Cth) (the **Act**) in circumstances where:

a. CBA's **2016 Internal Audit** expressly identified the overcharging of Direct Debit fees and required corrective action, but no effective action was undertaken;

b. CBA persistently overcharged Direct Credit/Direct Debit fees and made false or misleading statements in relation to those fees from 2006 until 31 May 2025;

c. CBA had no adequate system, policy, procedure or control to ensure the Direct Credit/Direct Debit fees charged reasonably accorded with the relevant CommBiz Terms, and that the CommBiz Terms were not persistently misleading;

d. CBA failed to properly investigate and systemically address a number of serious customer complaints in relation to its overcharging of Direct Credit/Direct Debit fees and false or misleading statements in relation to Direct Credit/Direct Debit fees;

e. CBA had no adequate controls to ensure that actual or potential compliance incidents were properly identified, investigated and classified and that CBA complied with its reporting obligations under s 912DAA of the Act, including having a mandatory second-line review of all "not reportable" determinations.

A.2 CBA

8. CBA is an Australian public company (limited by shares), and the holder of AFSL No. 234945. During the Relevant Period, CBA's AFSL authorised it to carry on a financial services business to, amongst other things, deal in financial products including deposit and payment products.

9. At the date of filing, CBA is the largest Australian bank, providing retail and commercial banking services to over 18 million customers, and is the second largest listed company in Australia by market capitalisation (approximately $282 billion).

10. CBA reported a statutory net profit of $10.91 billion (after tax) for the financial year ended 30 June 2026.

A.3 CommBiz and Representations

11. During the entirety of the Relevant Period, including the Penalty Period, CBA expressly and/or impliedly represented to existing and prospective CommBiz Customers (including to approximately 2.4 million such customers in the Penalty Period), by publishing on its website the various versions of the CommBiz Terms, and a summary of the CommBiz Fee Schedule, that:

a. a single fee of $0.22 (incl GST) until 6 November 2008 and thereafter $0.275 (incl GST) (**the fee amount**) was chargeable, and would be charged, to a customer for each Direct Credit or Direct Debit; and/or

b. CBA intended to only charge a customer the fee amount for each Direct Credit and each Direct Debit,

(the **Representations**).

12. Contrary to these Representations:

a. for each Direct Debit, CBA intended to charge and in fact charged:

i. the fee amount for debiting the third party's account (debit leg); and

ii. the fee amount for crediting the customer's CommBiz Account (credit leg);

b. for each Direct Credit, CBA intended to charge and in fact charged:

i. the fee amount for debiting the customer's CommBiz Account (debit leg); and

ii. the fee amount for crediting the third party's account (credit leg).

13. CBA, by making the Representations in the Penalty Period (**PP Representations**), contravened s 12DB(1)(g) of the ASIC Act, as explained in Section C below.

A.4 CBA's Systems Failures and History of Overcharging

14. CBA's systemic unlawful overcharging of CommBiz Customers of Direct Credit/Direct Debit fees commenced in December 2006 and persisted until 31 May 2025.

15. Throughout the Relevant Period, CBA had no adequate system, policy, procedure or control to ensure Direct Credit/Direct Debit fees charged reasonably accorded with the CommBiz Terms and that they were not persistently misleading.

16. In April 2016, CBA's 2016 Internal Audit identified that CommBiz Customers were being charged more than the Direct Debit fees disclosed in the CommBiz Terms and rated the CommBiz control environment as "red" and "unsatisfactory", meaning the controls in place were inappropriate for the risks being managed and significant improvement was required.

17. The 2016 Internal Audit required CBA to review the CommBiz Terms against actual billing practices, conduct a root cause analysis and implement corrective action by 31 October 2016, and remediate customers and implement permanent fixes by 31 July 2017. None of this occurred, and the overcharging continued until 31 May 2025.

18. From at least February 2015 until 2025, CommBiz Customers raised at least 13 serious complaints that the CommBiz Terms were misleading because they did not reflect what was actually charged (**Customer Complaints**). Schedule B to this Concise Statement is a summary of the Customer Complaints.

19. CBA failed to properly investigate each of the complaints, including whether the CommBiz Terms gave rise to systemic misleading and overcharging of CommBiz Customers. Moreover, from at least May 2021, on separate occasions, CBA employees identified the need to update the CommBiz Terms to accord with how Direct Credit/Direct Debit fees were in fact charged, but CBA did not relevantly update the CommBiz Terms until 1 August 2025.

20. On 28 November 2022, in response to a complaint made earlier that month, a CBA customer-relations specialist stated that they could not locate any CommBiz Term that a fee would be charged "*per transaction line*". On or about 16 December 2022, the CBA customer-relations specialist raised a systemic issue for further assessment, stating "*T&C are not clear around CommBiz customers being charged per transaction line…We need greater transparency around each transaction line being charged*." However, shortly thereafter, the systemic issue was wrongly closed by CBA on the basis that there was "*no bank error*".

21. Each Customer Complaint was capable of constituting a Compliance Incident (being actual or potential breaches of law) under **CBA's Incident Framework** (implemented November 2019), requiring CBA to investigate whether a reportable situation had arisen and ASIC notification was required. CBA failed to do so.

22. From 20 July 2023, the Business Banking Non-Marketing Publicly Issued Documents Standard Operating Procedure (**the Public Documents Procedure**) was implemented, requiring periodic review of, relevantly, the CommBiz Terms and directing staff to verify that statements were not misleading or deceptive and did not contain material omissions. Further, in 2023 CBA established the CommBiz Improvement Executive Action Team (**EAT**), which identified a potential control gap relating to certain fees and charges associated with CommBiz services. Finally, in February 2024, CBA implemented a manual Billing Control (CT-309712) (**Billing Control**) requiring quarterly reviews of the fee amounts disclosed in the CommBiz Terms against eBilling information.

23. However, notwithstanding:

    a. CBA's Incident Framework;

    b. the Public Documents Procedure;

    c. the work undertaken by the EAT;

    d. the work undertaken in relation to the Billing Control,

    none of these compliance frameworks or processes identified or reconciled the misalignment between the Direct Credit/Direct Debit fees charged by CBA and the fee disclosures in the CommBiz Terms and CommBiz Fee Schedule and on the website.

24. Further, the Billing Control treated the eBilling information as the 'source of truth' and did not assess how fees were actually charged, assess whether those fees were contractually authorised, or assess the adequacy of fee disclosures to customers.

25. On 14 May 2024, a CBA Senior Manager sent an internal email marked "URGENT" stating that neither the CommBiz Terms nor the CommBiz fees and charges webpage disclosed per-leg charging, that CBA may be seen as "double charging", and that she knew of no other bank that charged in that way.

26. On 25 July 2024, CBA finally commenced an investigation into CBA's entitlement to charge customers certain fees for using its CommBiz service for Direct Credits and Direct Debits pursuant to the CommBiz Terms (Incident-61698).

27. On 12 August 2024, Incident-61698 was assessed as 'not reportable' to ASIC on the erroneous basis that CBA had received only 1 relevant customer complaint since 2006 – when in fact CBA's complaint record showed at least 13 relevant complaints.

28. Notwithstanding the closure of Incident-61698, CBA's investigation continued. However, it was not until 23 June 2025 that CBA first lodged a reportable situation report with ASIC in relation to its ongoing investigation.

29. On 4 July 2025, CBA reported to ASIC that the investigation identified reasonable grounds to believe it may have engaged in misleading or deceptive conduct or made false or misleading representations because of the way in which the fees were described in the CommBiz Terms. In that same notification, CBA informed ASIC that it had reasonable grounds to believe that it had breached its obligation to submit an ongoing investigation report to ASIC within the required timeframe pursuant to the Act, as the investigation which commenced on 25 July 2024 continued for more than 30 days without CBA submitting an ongoing investigation report to ASIC.

30. On 1 August 2025, CBA finally amended the CommBiz Terms relating to Direct Credit/Direct Debit fees as set out in Schedule A, including to state *"$0.275 for each debit and credit (minimum of 2 fees per Payment Instruction – see examples)*".

31. By at least 5 December 2025, CBA had made remediation payments of approximately $15 million to approximately 42,000 impacted customers.

32. CBA's persistent overcharging arose out of CBA's failures during the Relevant Period to:

    a. accurately disclose the Direct Credit/Direct Debit fees CBA intended to charge, and in fact charged, CommBiz Customers;

    b. establish, maintain and implement adequate systems, policies, procedures and/or controls to ensure that the Direct Credit/Direct Debit fees charged reasonably accorded with the CommBiz fee disclosures and that they were not persistently misleading;

    c. take effective and timely action in response to the 2016 Internal Audit;

    d. properly investigate the serious Customer Complaints received in relation to the overcharging of Direct Credit/Direct Debit fees, including escalating and addressing such complaints systemically, and investigating such complaints as compliance incidents;

    e. have adequate controls to ensure that actual or potential compliance incidents were properly identified, investigated and classified and that CBA complied with its reporting obligations under s 912DAA of the Act, including having a mandatory second-line review of all "not reportable" determinations.

B. RELIEF SOUGHT FROM THE COURT

33. ASIC seeks declarations, pecuniary penalties, adverse publicity orders and ancillary orders as set out in the Originating Process.

C. PRIMARY LEGAL GROUNDS FOR THE RELIEF SOUGHT

34. The CommBiz Accounts, including the CBA accounts from which the relevant fees were directly

debited each month, are financial products, each being:

a. a deposit-taking facility made available by an ADI in the course of its banking business: s 12BAA(7)(h) of the ASIC Act; s 764A(1)(i) of the Act; or

b. a credit facility: s 12BAA(7)(k) of the ASIC Act and regulation 2B of the *ASIC Regulations 2001* (Cth).

35. Direct Credits are payments made or caused to be made (otherwise than by the physical delivery of Australian or foreign currency in the form of notes and/or coins) and as such are non-cash payment facilities and financial products: ss 12BAA(1)(c) and (6) of the ASIC Act; ss 763A(1)(c) and 763D(1) of the Act.

36. Since 26 October 2018, a financial product is itself a financial service: s 12BAB(1AA) of the ASIC Act.

37. Further, the CommBiz banking and payment services, including Direct Debits and Direct Credits, offered in relation to the CommBiz Accounts, are services supplied in relation to financial products, and therefore are financial services, within the meaning of s 12BAB(1)(g) of the ASIC Act. Direct Debit is a service supplied in relation to CommBiz Accounts because funds collected via Direct Debit are credited to them, and Direct Debit fees are debited from a nominated CommBiz Account each month. That relationship is direct and not anterior to, or separate from, the financial products.

38. Further, CBA's issuing of, and/or arranging for persons to apply for or acquire, non-cash payment facilities are dealings in financial products, and therefore financial services: ss 12BAB(1)(b), (7)-(8) of the ASIC Act and ss 766A(1)(b) and 766C(1)-(2) of the Act.

39. Each of the PP Representations was made by CBA:

a. in trade or commerce;

b. in connection with the supply or possible supply of financial services, or in connection with the promotion by any means of the supply or use of financial services,

within the meaning of s 12DB(1) of the ASIC Act.

40. Further, each of the PP Representations conveyed a representation as to a future matter, namely, that the fee amount would be charged to a customer for each Direct Debit or each Direct Credit: s 12BB(1)(a) of the ASIC Act.

41. Each of the PP Representations was a representation with respect to the price of services within the meaning of s 12DB(1)(g) of the ASIC Act.

42. Each of the PP Representations was liable to induce error, in that CBA charged, and intended to charge, the fee amount for each credit leg and the fee amount for each debit leg of every Direct Debit and Direct Credit carried out, and there were no reasonable grounds for the making of the PP Representations within the meaning of s 12BB(1)(b) of the ASIC Act.

43. Accordingly, each of the PP Representations was false or misleading.

44. By making each PP Representation, CBA made a misleading representation and contravened s 12DB(1)(g) of the ASIC Act on 2.4 million occasions.

45. Further, throughout the Penalty Period, CBA failed to do all things necessary to ensure that the financial services were provided efficiently, honestly and fairly in contravention of ss 912A(1)(a) and (5A) of the Act, including the things referred to at paragraph 32 (a) to (e) by reason of the matters referred to in paragraph 7 and paragraphs 14 to 32 above.

D. THE ALLEGED HARM SUFFERED FROM THE CONDUCT

46. CBA's conduct caused significant consumer harm.

47. During the Relevant Period, CBA overcharged approximately $21 million in Direct Credit/Direct Debit fees and directly harmed approximately 93,000 CommBiz Customers, including approximately 40,000 small business customers.

48. During the Penalty Period, CBA overcharged approximately $8.5 million in Direct Credit/Direct Debit fees and directly harmed at least 42,000 CommBiz Customers.

49. The impact on small business CommBiz Customers, approximately 40% of overcharged customers, was particularly serious given their lack of resources and dependence on cashflow.

50. Finally, CBA obtained a competitive advantage in attracting and retaining customers by misrepresenting that the fees for its services were lower than the fees in fact charged. Had customers been properly informed of the relevant pricing, they may have decided to use a similar product(s) to CommBiz offered by CBA's competitors.

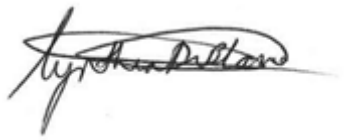
51. CBA has remediated approximately $26.4 million to customers overcharged in the Relevant Period.

This Concise Statement was prepared by Cam Truong KC and Christina Klemis of counsel.

Certificate of lawyer

I, Cynthia Di Blasio, certify to the Court that, in relation to the Concise Statement filed on behalf of the Plaintiff, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 11 November 2026



Signed by
Cynthia Di Blasio
Lawyer for the Plaintiff

SCHEDULE A

CommBiz Fee Schedule

From 8 June 2006 to 6 November 2008, the CommBiz Fee Schedule, as published in the CommBiz Terms via a weblink on CBA's website, stated the following:

Item	***Fee***	***GST***	***Total***
Direct Credit/Direct Debit/BPAY Payment	*$0.20*	*$0.02*	*$0.22*

From 7 November 2008 to 31 July 2025, the CommBiz Fee Schedule, as published in the CommBiz Terms via a weblink on CBA's website, which from at least 1 January 2015, was https://www.commbank.com.au/content/dam/commbank/business/pds/004-634.PDF (or a similar weblink), stated the following:

Item	***Fee***	***GST***	***Total***
Direct Credit/Direct Debit/BPAY Payment	*$0.25*	*$0.025*	*$0.275*

From around March 2018 to around April 2021, and from around February 2024 to around July 2025, a summary of the CommBiz Fee Schedule published via the weblink https://www.commbank.com.au/business/online-banking/commbiz.html (**CommBiz homepage**), stated the following:

Item	***Fee (including GST)***
Direct credit/direct debit/BPAY payment	*$0.275*

From 8 November 2023 to 27 June 2025, a summary of the CommBiz Fee Schedule published via the weblink https://www.commbank.com.au/business/online-banking/commbiz/fees-and-charges.html (**CommBiz fees and charges webpage**), stated the following:

Item	***Fee***	***GST***	***Fee (including GST)***
Direct Credit/Direct Debit/BPAY Payment	*$0.25*	*$0.025*	*$0.275*

From 1 August 2025, the CommBiz Fee Schedule, as published in the CommBiz Terms via the weblink https://www.commbank.com.au/content/dam/commbank/business/pds/004-634.PDF (or a similar weblink), stated the following:

Item	***Fee***	***GST***	***Total***
Direct Credit *If you make a payment using Direct Credit or GDES using CommBiz, this fee will be payable for each credit and debit that must be performed to give effect to your Payment Instruction.* *For example:* *• if you give us a Payment Instruction for a Direct Credit* *which requires us to debit one (1) account and credit one (1) account, this fee will be payable two*	*$0.25 for each debit and credit (minimum of 2 fees per Payment Instruction – see examples)*	*$0.025 for each debit and credit (minimum of 2 fees per Payment Instruction – see examples)*	*$0.275 for each debit and credit (minimum of 2 fees per Payment Instruction – see examples)*

Item	***Fee***	***GST***	***Total***
(2) times and the total Direct Credit fees would equal $0.55 (incl GST), and *• if you give us a Payment Instruction for Direct Credits which requires us to debit one (1) account and credit two (2) accounts, this fee will be payable three (3) times and the total Direct Credit fees would equal $0.825 (incl GST).*			
Direct Debit *If you elect to receive a payment with Direct Debit using CommBiz, this fee will be payable for each debit and credit that must be performed to give effect to your Payment Instruction. For example:* *• if you give us a Payment Instruction for a Direct Debit which requires us to debit one (1) account and credit one (1) account, this fee will be payable two (2) times and the total Direct Debit fees would equal $0.55 (incl GST), and* *• if you give us a Payment Instruction for Direct Debits which requires us to debit four (4) accounts and credit two (2) accounts, this fee will be payable six (6) times and the total Direct Debit fees would equal $1.65 (incl GST).*	*$0.25 for each debit and credit (minimum of 2 fees per Payment Instruction – see examples)*	*$0.025 for each debit and credit (minimum of 2 fees per Payment Instruction – see examples)*	*$0.275 for each debit and credit (minimum of 2 fees per Payment Instruction – see examples)*

END OF SCHEDULE A

SCHEDULE B

Complaints

Complaint ID	Customer	Date	Event
CF-2739732C	Customer 1	23 February 2015	Customer 1 made a complaint recorded by CBA as: "*The T&C's of Commbiz list the following charges for payments Direct Credit/Direct Debit/BPAY Payment $0.275 When I make a "Direct Credit" payment through Commbiz I actually get charged for both the debit and credit sides of the transaction, so a total of 55c if I pay one person. I would argue that this terminology in the T&C's is misleading - a 'payment' by definition includes both a debit and credit so one Direct Credit payment should be charged one fee. I disagree with the interpretation of the above line as provided by the bank in their complaint resolution. A 'Direct Credit' and 'Direct Debit' and 'BPAY' are separate types of payments to the ordinary consumer and do not refer to the fact that every transaction will contain a debit and credit component*". Customer 1 requested that "*The T&C's should be written to reflect what is actually charged.*"
		1 May 2015	CBA recorded that the complaint was closed, with no monetary compensation provided by CBA to Customer 1.
CF-7591249C	Customer 2	27 November 2018	Via telephone, Customer 2 made a complaint recorded by CBA as: "…*billed for 40 direct credits during the period of 1/10/2018 to 31/10/2018. However the client only seems to have made 20 direct credits during the same period*". Customer 2 requested a refund of $5.50.
		27 November 2018	CBA recorded that the complaint was resolved, with Customer 2 refunded $5.50.
CF-9360578C	Customer 3	19 May 2020	Via telephone, Customer 3 made a complaint recorded by CBA as: "[Customer 3] *has been charged double the fees than what they have used on commbiz, March they had done 2 transactions and were charged for 4, in April, they had done 3 transactions and charged for 6*".
		19 May 2020	CBA recorded that the complaint was resolved, with Customer 3 refunded $1.38.
CF-9461087C	Customer 3	16 June 2020	Via the CBA Group Website, Customer 3 made the following complaint: "*As new users of CommBiz facilities* [we] *have monitored direct credit fees on our account and found that they are being applied at double the rate advised by the CBA. Mar 2020 we had two transactions and expected a fee of 2 x 27.5c we were charged $1.10. Apr 2020 we had three transactions and expected a fee of 3 x 27.5c we were charged $1.65. At this point, as Treasurer, I telephoned and after two calls the CBA refunded the incorrectly charged $1.38. I was assured that the error would not recur. May 2020 we had one transaction and expected a fee of 1 x 27.5c we have been charged $0.55c. Therefore, the double charging issue has not been resolved and as Treasurer I continue to be inconvenience by having to monitor the poor practices of CBA.*" Customer 3 requested "*While the refund of the overcharged 27.5c is a minor requirement, the primary action required by CBA is to correct its systems and prevent the double charging*

Complaint ID	Customer	Date	Event
			of this fee on the account of [Customer 3] *(and potentially other CBA customers). As Treasurer I do not want to have to keep policing the actions of CBA to ensure correct fees are applied to our account, especially as I have already has assurances from CBA staff* [J] *on 19 May and* [E] *on 26 May that the issue will be dealt with and the CBA error will not recur."*
		18 June 2020	CBA recorded "no related complaints", notwithstanding the earlier complaints made including by Customer 3. CBA recorded that the complaint was resolved and that it requested the Business Unit to place Customer 3 on Not-For-Profit fee structure to "*avoid incorrect fees being charged.*" A goodwill payment of $1 was provided to Customer 3.
CF-10659633C	Customer 4	6 May 2021	Via telephone, Customer 4 made a complaint recorded by CBA as: "*The client is informing that they have been getting charged for their direct credit payments "twice" as they are being charged for the debit coming out of their account and the credit going out. Client does not believe that it has been stated on the CommBiz terms and conditions and user guides that they will be getting charged for the money coming out of their account. Client informed they were told years ago if they wanted to send a payment to a supplier with different lodgement reference numbers, they would need to create separate debits with different lodgement reference numbers, therefore being charged an extra $0.275 for each additional debit line they create. Client is dissatisfied that they are being charged extra for each transaction, without it being explicitly stated...Client wants to be shown and informed where on the terms and conditions and user guides does it explicitly state that there will be a for $0.275 charge on the debit coming out of the clients account along with the for $0.275 charge on the credit going out. Client would also want to be informed of the dates when these terms were updated as they claim they were not notified of this change to charges…Client would like the (sic) there be clarity in what the actual commbiz transactions fees are for a direct credit and have the terms and conditions and user guides show this pricing explicitly*." Customer 4's complaint went back to 2013 and Customer 4 also provided feedback to CBA on updating the CommBiz Terms.
		17 May 2021	CBA recorded that the complaint was closed, with no refund or goodwill payment given. Additional comments recorded: *"I'll make a note for the next version of the Terms and conditions to call out that each payment in our fee schedule is per item*" (on 13 May 2021), that Customer 4 was advised that *"the terms and conditions will be updated to explain*" (on 14 May 2021) and "*Reached out to* [D] *TM for CommBiz in the contact centre who liaised with product manager* [O]. *They advised they will bring up in their next product meeting this customers feedback and hopefully apply it to the terms and conditions.*"
CF-10768739C	Customer 5	8 June 2021	Via telephone, Customer 5 made a complaint recorded by CBA as: *"Client unhappy in regards to how Commbiz fees works being double charged."* Customer 5 outcome sought was recorded as: "*Requires Commbiz to charge less fees*."
		8 June 2021	CBA recorded that the complaint was closed, and that CBA *"apologised and provided information*", but that no refund or goodwill payment was provided to Customer 5.

Complaint ID	Customer	Date	Event
CF-11168344C	Customer 6	16 September 2021	Via the CBA Group Website, Customer 6 made a complaint recorded by CBA as: *"Our Society account for a not for profit organisation requires two signatories on every withdrawal. Due to COVID-19 we have had to resort to Electronic Direct Credit transactions on our account for some transactions. We have been charged a transaction fee of $1.65 on 15th September 2021 covering three transactions Direct Credit in August/September. When we set up CommBiz platform on our account we were told as a Society we would not attract fees. Even the charge does not align with your Terms and Conditions (.275c per Direct Debit/Credit fee) as we had only three of these type of transactions. We have had this account for 31 years with CBA and additionally you only pay us .43c pm on our E saver account. NOT FAIR.*"
		21 September 2021	CBA recorded the complaint as resolved, with Customer 6 refunded $1.65.
CF-11700873C	Customer 7	24 February 2022	Via email, Customer 7 made a complaint with CBA recorded as: *"Client is dissatisfied in regards to Commbiz fees and charges T&Cs. 'I have looked at the statement and don't understand how the figures are generated. I agree with the nine BPay and one international transactions but totally disagree with the 38 Direct Credit transactions. There are only 38 transactions out of our account for the whole month, including the nine BPay and the one international payment.* *There were no CommBiz transactions until the 6th December so the first nine were done using Netbank prior to CommBiz being operational. Of the remaining 29 transactions, 4 are direct debit by the provider eg Telstra, and one is a recurring transaction set up by Netbank, not CommBiz. This leaves 24 transactions initiated under CommBiz, of which nine were BPay and one international, leaving 14 direct credit transactions – not 38! We did set up a monthly recurring transaction on 12 Dec to occur on the first of each month in 2022. But I would have thought these would be charged when they are processed, not when set up.'"*
		24 February 2022	CBA recorded the complaint as resolved with no refund or goodwill payment provided, and a note stating "*Commbiz products team investigation*".
CF-12685478C	Customer 8	17 November 2022	Via telephone, Customer 8 made a complaint with CBA recorded as: *"- Customer feels mislead by CommBiz pricing on transactions* *- Customer had made 11 transactions on CBZ yet charged for 22 instances of direct credit/debit lines at the end of the month.* *- Customer feels that the T/C's disclosing the price of 27.5c p/transaction is misleading and untrue."* Customer 8's outcome sought was recorded as: *"- Possible remediation for supposedly incorrect fee and have more transparency on CBZ terms and conditions*".
		22 November 2022	CBA recorded that the complaint was resolved on the basis "*T&C clearly state fees to be charged"* .
		22 November 2022	Complaint was reopened as Customer 8 provided the following additional information via telephone recorded by CBA: *"- Customer advised they only processed 11 transactions but were charged for 22*

Complaint ID	Customer	Date	Event
			- Customer advised they were told by CommBiz they are charged to send the payment and for the recipient to receive the payment".
		28 November 2022 and 9 December 2022	CBA recorded: "*After initial review of the CommBiz Terms and Conditions, I am unable to locate where it states that a customer will be charged a fee per transaction line*"; *"the T and C's are due for a refresh early next year, so high level, would we not have to lodge an incident, but can have the T and C's updated to be clearer on the fact that the cost is for the dr and cr/entire transaction event?"* and "*we are looking into the T and C's and potential to update".*
		14 December 2022	CBA recorded the complaint as resolved and CBA sent a letter to Customer 8 advising: *"• Firstly, I would like to thank you for your patience in waiting for our team to come back to you with further information.* *• I have confirmed with the relevant teams that credit and debit transactions are charged for both line items.* *• This means you are charged for both the credit and the debit.* *• Please refer to part 15, refers to the $0.275 fee for Direct Credit/Direct Debit:* *https://www.commbank.com.au/business/pds/004-634.PDF* *• That being said, I have raised this with the relevant teams to request changes to the Terms& Conditions to be made clearer.* *• I again would like to thank you for raising your concerns with our team as this gives the Bank a chance to improve its services.* *I have finished my investigation and concluded that given your long-standing history with the Bank & the concerns you have raised, I would like to provide you with a once off payment of $250.00 to go towards your CommBiz service fees for the year."*
		16 December 2022	CBA recorded: "*T&C are not clear around CommBiz customers being charged per transaction line (see pricing response when queried) - We need greater transparency around each transaction line being charged*".
		17 December 2022	Customer 8 responded to CBA's letter stating: *"Thank you for your explanation of the CBA system that imposes two charges of 27.5 cents each for transfers from our account.* *I find this most extraordinary.* *You appear to be charging for what you call a Direct Credit and a Direct Debit. A Direct Credit appears to be your name for a transfer from our account to that of a third party. As I understand it, a Direct Debit is a payment raised by a third party and charged to an account after authorisation by the customer.* *I have never heard of a bank charging for both sides of a single payment.* *This means that Part 15 of your Terms and Conditions is, at best, misleading and charging twice for one transaction might be construed as sharp practice.* *I expect CBA will take steps to correct this perception.* *I am happy to accept your offer of $250.00 for our account in order to defray future charges*".
		21 December	The complaint had been raised as systemic issue for further

Complaint ID	Customer	Date	Event
		2022	assessment (on or about 16 December 2022), but the systemic issue was closed on the basis of "*no bank error*". Customer 8 received $250 once off payment.
CF-13427415C	Customer 9	20 July 2023	Via telephone, Customer 9 made a complaint with CBA recorded as: "*Client stated she felt "pushed" into registering for CommBiz, then wasn't really aware of the fees associated. Overall, she seems disappointed/surprised by the fees per transaction/line*."
		20 July 2023	CBA recorded the complaint as resolved. CBA "*… advised that unfortunately we cannot provide a refund as customer agreed to CommBiz T&C's (first during initial registration, and second when they signed the CommBiz Application Form and ticked the box).* [CBA] *then guided customer where to find the fees (on our T&C's).*"
CF-13638388C / CF-13643616C	Customer 10	9 November 2023	Via telephone, Customer 10 made a complaint with CBA recorded as: *"Unhappy regarding fees charged on her CommBiz service regarding double charging for direct credits and debits. The fee related is for 0.0275 and every transaction conducted via direct credit on CommBiz, will charge a fee for crediting and debiting.*"
		13 November 2023	AFCA referred the complaint from Customer 10 to CBA which stated: *"The club has been charged twice for each EFT payment made. Once for the actual debit of the money and one for credit of the money. The fee structure indicates a payment of $0.275 for a Direct Credit/Direct Debit/BPay payment.* *The bank actually charges $0.55c per transaction claiming a single transaction where the money is debited from our account and then transferred to the payee is actually two transactions. They advised me today this is considered a debit (one transaction) and a credit (a second transaction). Clearly this is just one debit transaction and cannot be construed as two transactions.* *"I believe the duplicate fees should be returned and the fee structure be amended to be an accurate description of the fees actually charged."*
		16 November 2023	CBA recorded the complaint as resolved, with Customer 10 provided $250, and additional comments: *"Discussed the issues raised with Products Team…Terms and conditions does not clearly state that the fee is for each transaction (a debit & credit)…Feedback provided to BU in relation to fee representation in the T&C document… it's his recommendation that we amend this one line to ensure customers are aware that every processed debit and credit transaction will be charged… Supportive of T and C's being updated, to reflect wording to state that customers are charged per DE event."*
CF-14282345C	Customer 11	30 December 2024	Via telephone, Customer 11 made a complaint with CBA recorded as: *"CommBiz fee doesn't make sense for her* *- customer was (sic) to know why she was charged twice in the month of September* *3 direct credits but charged for 6* *- checked the activity* *- i have explained [to] her that one for the credit out of your account and one for the debit into your payee account -*

Complaint ID	Customer	Date	Event
			charged twice *- she wants to why it wasn't not (sic) specified in the CommBiz fees & charge".* Customer 11 sought "*1.65*" and (on 31 December 2024) "*Client would like to get a response from the Commonwealth Bank stating that a direct credit trans fee is actually being charged $0.55 per trans instead of $0.275 cents as noted on Commbiz Terms and Conditions*."
		7 January 2025	CBA recorded the complaint as resolved, with no refund or goodwill payment given and additional comments: *"Commbiz Terms and Conditions to updated to clearly state direct credit trans fee will be $0.55 - there is fee to debit trans from bta $0,275 and fee to credit trans to another account $0.275.*"
CF-14397301C	Customer 12	24 February 2025	Via telephone, Customer 12 made a complaint with CBA recorded as: *"Customer is unhappy with the CommBiz fee structure. He claims he was unaware that CommBiz charged per transaction fees"* *"Customer is seeking to negotiate a refund of fees and a change to his payment structure for CommBiz".*
		4 March 2025	CBA recorded complaint as resolved, with no refund or monetary compensation provided. CBA "*attempted callback 3x for customer*".
CF-15011600C	Customer 13	19 November 2025	Via telephone, Customer 13 made a complaint with CBA recorded as: *"Client advised has been charged for 9 direct credits for September and has been charged for 18 instead*" and "*Client would like a refund for the incorrect fees charged*".
		20 November 2025	CBA recorded the complaint as resolved, with apology and fees and charges explained to the customer but no refund provided.

END OF SCHEDULE B