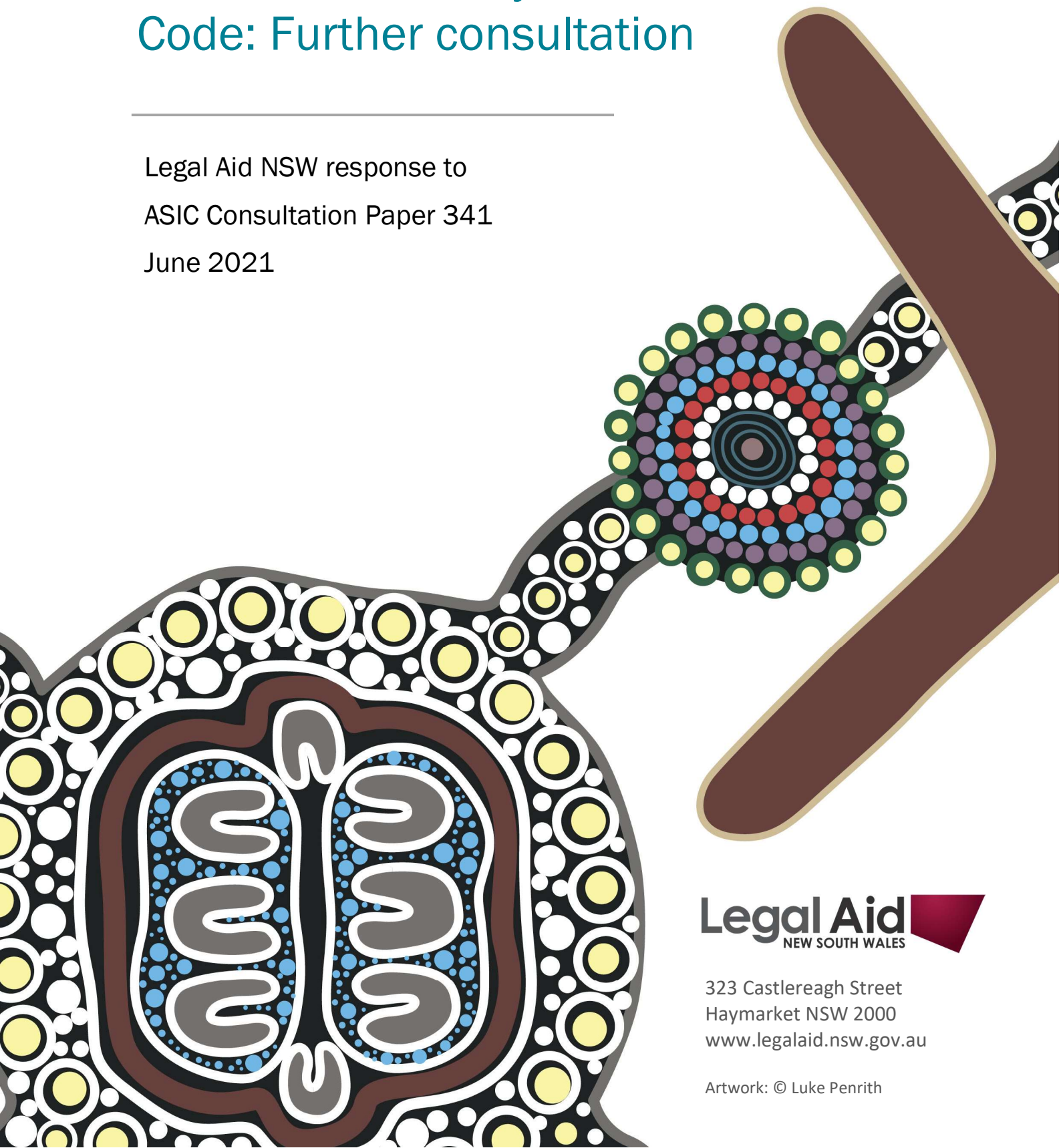


Legal Aid NSW response to
ASIC Consultation Paper 341
June 2021

ASIC Consultation Paper 341

June 2021



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Acknowledgement

We acknowledge the traditional owners of the land we live and work on within New South Wales. We recognise continuing connection to land, water and community.

We pay our respects to Elders both past and present and extend that respect to all Aboriginal and Torres Strait Islander people.

Legal Aid NSW is committed to working in partnership with community and providing culturally competent services to Aboriginal and Torres Strait Islander people.

1. About Legal Aid NSW

The Legal Aid Commission of New South Wales (**Legal Aid NSW**) is an independent statutory body established under the *Legal Aid Commission Act 1979* (NSW). We provide legal services across New South Wales through a state-wide network of 25 offices and 243 regular outreach locations, with a particular focus on the needs of people who are socially and economically disadvantaged. We offer telephone advice through our free legal helpline LawAccess NSW.

We assist with legal problems through a comprehensive suite of services across criminal, family and civil law. Our services range from legal information, education, advice, minor assistance, dispute resolution and duty services, through to an extensive litigation practice. We work in partnership with private lawyers who receive funding from Legal Aid NSW to represent legally aided clients.

We also work in close partnership with community legal centres, the Aboriginal Legal Service (NSW/ACT) Limited and pro bono legal services. Our community partnerships include 27 Women's Domestic Violence Court Advocacy Services, and health services with a range of Health Justice Partnerships.

The Legal Aid NSW Family Law Division provides services in Commonwealth family law and state child protection law.

Specialist services focus on the provision of Family Dispute Resolution Services, family violence services and the early triaging of clients with legal problems through the Family Law Early Intervention Unit.

The Civil Law Division provides advice, minor assistance, duty and casework services from the Central Sydney office and 20 regional offices. It focuses on legal problems that impact on the everyday lives of disadvantaged clients and communities in areas such as housing, social security, financial hardship, consumer protection, employment, immigration, mental health, discrimination and fines. The Civil Law practice includes dedicated services for Aboriginal communities, children, refugees, prisoners and older people experiencing elder abuse.

The Criminal Law Division assists people charged with criminal offences appearing before the Local Court, Children's Court, District Court, Supreme Court, Court of Criminal Appeal and the High Court. The Criminal Law Division also provides advice and representation in specialist jurisdictions including the State Parole Authority and Drug Court.

Should you require any further information, please contact:

Solicitor
Combined Civil Law Specialist Teams
Civil Law Division
T:
E:

or

Senior Law Reform Officer
Strategic Law Reform Unit
T:
E:

2. Executive Summary

Legal Aid NSW welcomes the opportunity to provide a submission to ASIC's Consultation Paper 341 – Review of the ePayments Code: Further consultation (**Consultation Paper**).

Our submission is based on Legal Aid NSW's extensive consumer law experience, and in particular, our experience assisting clients who have suffered financial losses in the course of performing financial transactions electronically. The work of our civil law solicitors, including our specialist consumer law team, solicitors in regional offices and solicitors in the Civil Law Service for Aboriginal Communities, is focused on assisting the most vulnerable consumers in our community, including those with cognitive impairment, language or literacy issues, low levels of education, young people, Aboriginal and Torres Strait Islander people, and consumers experiencing domestic and family violence or elder abuse. We also acknowledge research, which is consistent with the experience of our solicitors, that indicates everyone is likely to experience vulnerable circumstances at some point in their lives, due to common, unavoidable and unpredictable life events such as illness, job loss, financial shocks, the death of a loved one and natural disaster.¹ These issues can further compound any barriers faced in dealing with consumer law problems.

Legal Aid NSW welcomes proposed amendments to the ePayments Code (**the Code**), which strengthen protections for consumers and enhance the mistaken internet payments framework. As case studies below illustrate, mistaken internet payments can have significant financial as well as other implications for consumers. In our view, the existing framework does not adequately recognise consumer vulnerability and disparity of the resources of consumers, as opposed to Code subscribers, to pursue the return of those funds.

Whilst Legal Aid NSW is encouraged by some of the proposed amendments, we submit that others should go further. Our casework experience shows consumers commonly falling victim to increasingly sophisticated scams. For example, some scams are set up in a way that causes consumers to make electronic payments to entities substituting their account details for those of a legitimate entity the consumer intended to pay. Under the proposed reforms, transactions of this kind would not be captured by the mistaken internet payments framework, leaving consumers without access to a remedy or a process for dispute resolution. We are also concerned that if references to scams are removed from the Code, then there will be no enforceable guidance that sets out

¹ O'Neill, Emma, 'Exploring regulatory approaches to consumer vulnerability: A report for the Australian Energy Regulator', *Consumer Policy Research Centre* (1 November 2019).

obligations for subscribers on how to deal with scams appropriately, again leaving consumers exposed to exploitation.

We welcome changes to unauthorised transaction provisions, which provide that in the absence of a finding that the consumer contributed to the loss a breach of the pass code security requirements alone is not sufficient to find a consumer liable for a transaction. However, Legal Aid NSW is concerned that the provisions will only apply to transactions carried out by third parties without the consumer's consent. For example, where a consumer made the transaction themselves because of a misunderstanding or falling victim to a scam, the transaction will be specifically excluded from the unauthorised transaction provisions. Similarly, victims of financial abuse who are coerced to transfer funds may also be denied any remedy under the unauthorised transactions provisions of the Code because they performed the transaction themselves, albeit under duress. We are of the view that given the increased occurrence of scams and financial abuse, particularly of the elderly, there needs to be a robust regulatory framework for addressing these issues and this review provides the perfect opportunity to do so.²

We make further comments on the proposals below, as well as recommendations on how to improve the ePayments Code to deliver a fair and robust framework for electronic payments which benefit and protect both consumers and subscribers.

Recommendations:

Recommendation 1: The Code should include a positive obligation on subscribers to act with due care and skill. This obligation includes making further enquiries where there are discrepancies in information received from the consumer.

Recommendation 2: A separate set of enforceable obligations should be introduced into the ePayments Code to address internet payment scams.

Recommendation 3: Subscriber banks should take steps to make their customers aware, as they do with scam prevention awareness, that if they receive money that is not intended for them, they should not spend or withdraw the money transferred into their account by mistake because it is not legally theirs and they are required to pay it back.

Recommendation 4: The mistaken internet payments framework should cover third party transfers made on behalf of the consumer.

Recommendation 5: Risks associated with mistaken internet payments should not be solely assumed by consumers. If a subscriber fails to implement existing multifactor

² Australian Competition and Consumer Commission, *Targeting scams: report of the ACCC on scam activity 2020* (2020)

authentication technology the subscriber should be liable for the loss suffered by the consumer.

Recommendation 6: A separate set of enforceable obligations should be introduced into the ePayments Code to address unauthorised transaction provisions involving scams.

Recommendation 7: Consideration should be given to introducing timeframes under the unauthorised transactions provisions to give consumers a sense of when they can expect a response to their complaint.

Recommendation 8: Legal Aid NSW supports the inclusion of an enforceable obligation upon subscriber banks to take reasonable steps to protect a customer's accounts where it is aware of financial abuse or suspects it may be occurring.

Recommendation 9: Where an electronic payment is accepted by a subscriber bank as an unauthorised transaction or missed internet payment, the bank should provide a finding in writing to the sender of the funds to assist with making a police complaint.

3. Mistaken internet payments framework

3.1 Name and account number matching

As the Consultation Paper points out, subscribers do not generally match an account name with a BSB and account numbers when a consumer makes a “Pay Anyone” transaction. Matching is also not required by the Bank Electronic Clearing System. This in turn leaves the door open to making mistaken internet payments. In our casework experience, many clients are surprised to discover that no matching of account name and numbers is carried out, and instead believe that by specifically asking for the account name, this data is being used to verify the correct account prior to releasing the payment.

Legal Aid NSW believes that the limitations of the Bank Electronic Clearing System procedures should not negate the bank’s requirement to use “due care and skill” when processing electronic payments. The Financial Ombudsman Service, a precursor to the Australian Financial Complaints Authority (AFCA), offered the following guidance to Financial Service Providers (**FSP**) on ensuring that electronic transactions are processed with “due care and skill”:

Where a receiving institution receives both account name and number details, but has not paid the funds to the named payee because it chooses to pay the funds using the account number only, the receiving institution has not performed its obligations with due care and skill. That is, the receiving institution has disregarded one part of the instruction received on behalf of its customer. Further, the choice does not relieve the receiving institution from its undertaking to receive funds on its customer’s account with due care and skill.

While the Financial Ombudsman Service acknowledges that the FSP may not have a system in place for cross referencing the instructions it receives (i.e. checking that the name matches the BSB and account number), this does not negate the FSP’s responsibility to ensure that a transaction is processed in accordance with the instructions it receives and accepts on behalf of its customer. The Bank Electronic Clearing System rules are an agreement that exists between financial institutions and does not form part of the FSP contractual agreement with the Applicant.

Therefore, the Bank Electronic Clearing System Rules do not alter the FSP’s contractual obligation to abide by its customer’s mandate.”

“...The FSP breached its mandate when, given the conflict of the instructions received (i.e. account name and account number did not match), the FSP failed to return the payment to the Sending Institution or to request clarification on the instruction.

The FSP did not pay attention to the two pieces of information in received (that is, the account name and account number) and did not query the conflict of the instructions”.³

Similarly, in a 2018 decision AFCA said:

“...it is still incumbent on the bank to check its customer’s instructions where there is a discrepancy on the transfer form... A reasonable and prudent banker would check its customer’s instructions in circumstances where there is a significant discrepancy in them.”⁴

Recommendation 1: The Code should include a positive obligation on subscribers to act with due care and skill. This obligation includes making further enquiries where there are discrepancies in information received from the consumer.

3.2 Definition of “mistaken internet payment” and exclusion of scams

Legal Aid NSW welcomes the clarification of the definition of mistaken internet payments proposed in the Consultation Paper.⁵ However, we are concerned that a class of affected consumers will be excluded from accessing remedies where they are the victims of scams. As the case study below illustrates, consumers are often tricked into making mistaken internet payments by savvy scammers. We propose that a separate set of enforceable obligations be introduced in the ePayments Code to address internet payment scams. Without a clear framework in place to deal with scams, consumers are left in an unfairly vulnerable position.

³ Financial Ombudsman Service Determination Case Number 355231 (10 April 2015) 4, at: <https://service02.afca.org.au/CaseFiles/FOSSIC/355231.pdf>

⁴ Australian Financial Complaints Authority, Determination Case number: 526951 (26 November 2018) at <https://service02.afca.org.au/CaseFiles/FOSSIC/526951.pdf>

⁵ Australian Securities and Investments Commission, *Consultation Paper 341 – Review of the ePayments Code: Further consultation*, (21 May 2021), [20]

Case Study 1

A victim of the NSW floods approached Legal Aid NSW solicitors at a Disaster Recovery Centre for advice regarding an online payment they made in the course of rebuilding their home.

The client had purchased materials from a small business and was emailed an invoice for payment. The email containing the invoice was intercepted at some point by an unknown third party who substituted a different account number on what otherwise appeared to be a standard invoice. The client proceeded to make a payment to the account number shown on the invoice, believing that it belonged to the company with which it was doing business. The payment was never received by the intended recipient.

Had name and account number matching been performed, the subscriber would have been alerted to the discrepancy, and could have sought clarification from the consumer prior to releasing the payment, potentially preventing the loss.

A similar matter of third-party invoice manipulation was determined by AFCA in 2018. AFCA found the disputed transaction should have been identified as a mistaken internet payment as defined by the ePayments Code and the funds returned to the complainant.⁶

Under the proposed changes to the Code, which differ from this position taken by the Industry Ombudsman, these consumers would have no access to recourse for recovery of funds under the Code without the introduction of a separate scam framework in the Code.

Recommendation 2: A separate set of enforceable obligations should be introduced into the ePayments Code to address internet payment scams.

⁶ Australian Financial Complaints Authority, Determination Case number: 523124 (10 January 2018) at <https://service02.afca.org.au/CaseFiles/FOSSIC/523124.pdf>

3.3 Partial return of funds

Legal Aid NSW welcomes the proposal to amend the Code to enable a partial return of funds where, following a mistaken internet payment, there are insufficient funds in the recipient's account to cover the full payment. We agree that unintended recipients should not benefit from someone else's mistake and it would be unfair for the recipient to keep part of the payment they are not otherwise entitled to, simply because there are insufficient funds in their account to process a full refund.

3.4 Guidance on "reasonable endeavours" to be taken to recover mistaken payments

Legal Aid NSW also supports the inclusion of a list of examples as practical guidance for subscribers on what constitutes "reasonable endeavours" to recover mistaken payments in a variety of situations. We agree that the list should be non-exhaustive, grounded in case examples and updated as technology changes.

We suggest the following examples be included in the list:

- Flagging accounts where mistaken internet payments were received so that if there are insufficient funds to recover the payment at the time the mistake is first identified, the receiving subscriber can return the payment once funds are available in that account.
- Reviewing unsuccessful attempts to recover mistaken internet payments 3, 6 and 12 months after the mistake is notified, rather than only attempting recovery at the time the retrieval request is made – see Case Study 2 (below).

Case Study 2

Legal Aid NSW assisted a client who in 2019 made a mistaken internet payment. The client explained that she required surgery for a medical condition and as she was experiencing financial hardship, she accessed her superannuation funds to meet the costs of the surgery.

In November 2019 the client processed the payment by internet. She was not notified by the hospital until February 2020 that the payment had not been received. Upon notification, the client contacted her bank who initiated a trace and recovery processes. The receiving bank informed the client's bank that they were not able to recover the funds.

The hospital which provided the client medical treatment, commenced proceedings against her, and successfully enforced a judgment debt.

The client made a complaint against her own bank to AFCA but then discontinued the complaint upon receiving a small goodwill payment from the bank.

The client sought assistance from Legal Aid NSW when she was contacted by the NSW Sheriff with the view to enforcing the judgment debt.

Our solicitor's inquiries uncovered that both the intended recipient and the mistaken recipient held accounts with the same receiving bank. A BSB search further identified the mistaken recipient as linked to a large operating Australian based company.

When approached by Legal Aid NSW in January 2021, the receiving bank was in fact able to recover the funds from the mistaken recipient. This required continued advocacy on the part of solicitors to continue to try and recall the funds where the bank was unable to recover the funds one year earlier.

The funds were recovered over 12 months after the transaction had occurred. The mistaken recipient was unjustly enriched in the meantime, while the client was severely financially disadvantaged and subjected to debt recovery proceedings which caused her significant stress. The customer's financial position deteriorated to the extent that she was forced to declare bankruptcy.

Case Study 3

Our client mistakenly made two transfers of \$5,000 to the wrong account. The person who was the intended recipient let her know he had not received the payment. The client then became aware of the mistake and contacted the bank a day or two after the mistaken transfer. By the time the client informed the bank, the unintended recipient withdrew the money from his account. The bank told the client they had tried to recover the money from the recipient but were unsuccessful, and further said that they did not have to take any further action as it was her mistake.

3.5 Responsibilities of the sending and receiving subscriber banks

Legal Aid NSW supports strengthening the responsibilities of sending and receiving banks when it comes to mistaken internet payments. We embrace the proposal to set a clear timeframe within which the sending subscriber bank must investigate and send the request for return of funds to the receiving bank. This gives clients more certainty over when their complaint will be actioned.

Legal Aid NSW also supports the proposed requirement for both sending and receiving banks to keep reasonable records of the steps they took to recover the mistaken payments and what they considered in their investigations. As Case Study 4 (below) illustrates, good record keeping helps maintain transparency of the recovery process and assists with any further complaint processes.

Legal Aid NSW also welcomes consumers being specifically informed about their rights to complain to the sending subscriber and AFCA if not satisfied with the result of the investigation.

3.6 On-screen consumer warning

Whilst Legal Aid NSW supports additional on-screen consumer warnings about mistaken internet payments we note the limitations of this type of disclosure as noted in the October 2019 joint publication by ASIC and the Dutch Authority for Financial Markets in

Report 632 Disclosure: Why it shouldn't be the default,⁷ which is supported by our own casework experience whereby clients commonly believe that name and account number matching is performed by banks prior to processing payments. As shown in Case Study 4 (below) we note the limitations of on-screen consumer warnings when payments are made by telephone.

In addition to on-screen consumer warnings, Legal Aid NSW considers there is a role for subscriber banks to educate all customers as they already do in the context of scam education. Subscriber banks should educate consumers that they should not spend or withdraw the money transferred into their account by mistake because it is not legally theirs, and that they are required to pay it back.

Recommendation 3: Subscriber banks should take steps to make their customers aware, as they do with scam prevention awareness, that if they receive money that is not intended for them, they should not spend or withdraw the money transferred into their account by mistake because it is not legally theirs and they are required to pay it back.

Case Study 4

An elderly client needed to make a withdrawal from his superannuation fund to cover the cost of his wife's aged care accommodation. He had previously made similar withdrawals on three separate occasions, each time by attending the superannuation fund's office in person and providing them with his savings account details.

Due to COVID-19, the client could not attend the office, so instead he phoned the fund and asked them to release \$35,000. The superannuation fund asked for the bank account details into which to release the funds. The client, who suffers from memory loss, mistakenly

⁷ Australian Securities and Investments Commission and the Dutch Authority for the Financial Markets, *Report 632 Disclosure: Why it shouldn't be the default*, (14 October 2019), at: <https://asic.gov.au/media/5303322/rep632-published-14-october-2019.pdf>

gave details from a paper that was in his wallet, not realising that it contained the bank details of a former landlord and not his own savings account.

Nine days later the client received a letter from his superannuation fund notifying him that the money was released into the nominated bank account. Upon discovering that the funds were not in his account, the client realised he had supplied the wrong account information. He contacted his superannuation fund straight away, who made enquiries of the receiving subscriber bank, but was ultimately informed that the funds could not be retrieved. The superannuation fund advised him they tried multiple times across two months to recall the funds without success. The client was not however informed about what actual steps were taken to retrieve the funds during that time.

Since the client has no contractual relationship with the sending subscriber bank, he is unable to raise a dispute in AFCA.

The client is faced with bringing his own claim against his former landlord but given his health and financial challenges these court processes are practically accessible.

3.7 Third party transfers

As Case Study 4 demonstrates, the current mistaken internet payments framework does not address mistaken payments made by a third party e.g. superannuation fund on behalf of the consumer. We also note comments at paragraph 58 of the Consultation Paper that AFCA Rules would not be amended to allow complaints against receiving subscribers because they do not have a contractual obligation to the consumer who made the mistaken payment. Consequently, the options available to a consumer to attempt to recover the mistaken payment are very limited, yet the consequences of the loss can be very significant.

Recommendation 4: The mistaken internet payments framework should cover third party transfers made on behalf of the consumer.

3.8 Suggested further measures to strengthen the mistaken internet payments framework

3.8.1 Risks associated with mistaken internet payments

Under the current framework all risks associated with mistaken internet payments are passed onto the consumer, with the Code subscribers providing what in our experience often appears to be little assistance in the recovery process. While subscribers are encouraged to exercise reasonable endeavours to recover mistaken payments, those endeavours generally end once they are informed that the payment was withdrawn, and that there are insufficient funds in the recipient's account to recover the payment. The consumer's only remaining option is to take legal action against the wrongful recipient. This is complicated by the fact that subscribers will ordinarily not release the recipient's details. As a result, this makes it impossible for a consumer to initiate an action against the recipient of the payment without first incurring the cost of a suit for preliminary discovery.

In 2018 the New Payments Platform (NPP) was launched. The NPP was introduced to prioritise security authentication controls for online banking, including use of multi factor authentication. Under the NPP there is an expectation that where an incorrect digit is entered, the authentication process would prevent the funds being deposited to the wrong account.

The technology appears to be available for financial service providers to implement multi-factor authentication, which may identify mistaken electronic payments before they occur.

The Code should be amended to move the risk away from the consumer in circumstances where the financial service provider has not taken steps to adopt processes which adequately authenticate and prevent mistaken payments. We believe that this approach would incentivise subscribers to improve their authentication processes to minimise their own risk exposure.

Recommendation 5: Risks associated with mistaken internet payments should not be solely assumed by consumers. If a subscriber fails to implement existing multifactor authentication technology the subscriber should be liable for the loss suffered by the consumer.

4. Unauthorised transaction provisions

4.1 Definition of unauthorised transactions and exclusion of scams

Legal Aid NSW welcomes the proposed amendment to the Code which would clarify that without a finding that a customer must have contributed to their loss, a breach of the pass code security requirements by itself is not sufficient to find a customer liable for a transaction.

We welcome the inclusion of remote access scams at paragraph 119 of the Consultation Paper:

The Code will continue to play a role where a scam has led to an unauthorised transaction, such as in the case of some remote access scams. Where the consumer has not made the transaction in question themselves and the consumer did not authorise that payment, this in our view is an ‘unauthorised transaction’ as defined in the Code and should be investigated and liability apportioned in accordance with the Code’s rules.

However, there remains a gap in the Code for unauthorised transactions made by third-party inducement. We submit that this review offers a timely opportunity to establish a robust regulatory framework within the Code for addressing a broad range of issues which arise from unintended fund transfers, regardless of whether they are performed by the consumer themselves or a third party with or without their consent.

Recommendation 6: A separate set of enforceable obligations should be introduced into the ePayments Code to address unauthorised transaction provisions involving scams.

We would also welcome clear timeframes being introduced into the Code for dealing with unauthorised transactions, similar to those for mistaken internet payments. Consumers who have been victims of unauthorised transactions are understandably anxious to know when they will receive a response. Introducing timeframes would not only give them a sense of when they can expect a response, but would also set guideposts for subscribers for dealing with these complaints in a timely manner.

Recommendation 7: Consideration should be given to introducing timeframes under the unauthorised transactions provisions to give consumers a sense of when they can expect a response to their complaint.

Case Study 5

Legal Aid NSW advised a client who was contacted by telephone by a person claiming to work for the NBN. The client was persuaded by the caller to give them remote access to her computer.

The client subsequently discovered that over \$35,000 had been withdrawn from her accounts. The client immediately contacted her bank who advised her that the complaint would be referred to the fraud and cyber investigations unit. The client asked the bank to compensate her for her losses. She has been banking with the bank for over 40 years, and has never transferred large sums of money out of her accounts without notifying the bank first. It has been three months since the client notified the bank, and the bank has still not made a decision. The bank has also not provided timeframes to the client about when she can expect a decision. The client says that she is feeling stressed and helpless while she waits for a decision. She is also experiencing financial hardship as a result of her losses.

4.2 Financial Control

We remain concerned that by limiting the scope of unauthorised transaction provisions to transactions conducted by third parties without the consumer's consent, the Code overlooks situations in which a consumer who is a victim of financial abuse is coerced to transfer funds, so that their consent to the transaction was not genuine.

Further, where subscribers are on notice of financial abuse by electronic methods, there should be an additional obligation on Code subscribers to take reasonable steps to protect those consumers' accounts. We support the Australian Bankers' Association (ABA) guideline on financial abuse⁸ but note that this guideline does not bind all the subscribers of the ePayment Code. We submit that the ePayments Code should contain similar obligations on subscribers. As the Case Study 6 (below) shows, where the subscriber fails to act on consumer warning about financial abuse by electronic methods, the consumer should not be denied a remedy.

⁸ Australian Bankers' Association Inc, *Industry guideline: Financial abuse and family and domestic violence policies*, 1 November 2016.

Recommendation 8: Legal Aid NSW supports the inclusion of an enforceable obligation upon Subscriber banks to take reasonable steps to protect a customer's accounts where it is aware of financial abuse or suspects it may be occurring.

Case Study 6

Legal Aid NSW was approached by an elderly couple for advice in relation to losses suffered as a result of their daughter's unauthorised transactions on their accounts. The clients informed Legal Aid NSW that they were estranged from their adult daughter who suffered from drug and alcohol issues. Their daughter had broken into their house numerous times and stole their bank cards. She then used the PayWave function to perform transactions on their account. The accounts were held with a bank which subscribed to the ePayments Code but was not a member of the ABA.

The clients reported the issue to their bank on a few occasions and asked that the PayWave function be removed but were informed that the bank could not do that. The clients' daughter stole the bank cards again and proceeded to spend an additional \$1,800 in the same way.

Upon making a further complaint to their bank, they were advised to report the matter to the police. The clients followed that advice, but the police declined to act. Our clients were then informed by the bank that, "it's family issue" and declined to refund the stolen money.

4.3 Police reporting

Our casework (such as Case Study 6 above) illustrates the challenges many of our clients have in getting police to investigate allegations of financial abuse, mistaken e-payments or scams more generally. In our experience consumers are often told by police that the matter is a "civil matter" or "family matter", and no report is taken.

In our view a victim could benefit from a summary or report from the bank that they can take to the police for unauthorised transactions or mistaken payments. This would assist consumers in demonstrating to police that money has been kept by recipients who are

not the rightful owners of the money. In cases where police investigate, a report from the bank would facilitate contact between police and the bank and assist police to request relevant information from the bank.

Recommendation 9: Where an electronic payment is accepted by a subscriber bank as an unauthorised transaction or missed internet payment, the bank should provide a finding in writing to the sender of the funds to assist with making a police complaint.



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