



Banking
Ombudsman
Scheme

Information for complaint handlers

July 2024

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Introduction

Background

The Banking Ombudsman Scheme is an independent dispute resolution scheme. It was set up in 1992 to help people sort out problems with their banks, and is an approved dispute resolution scheme under the Financial Services Providers (Registration and Dispute Resolution) Act 2008 (FSP Act). Banks contribute funds to the running of our scheme according to their relative size and their relative use of our services. Their customers have access to our services for free.

We look at complaints about a wide range of matters, from insurance and mortgages to investments and credit. We help banks try to resolve complaints directly and early on with customers. If a problem remains unresolved, we will formally consider the complaint. This may involve encouraging both parties to reach an agreement, encouraging a complainant to take a complaint no further if it lacks merit, or by issuing a decision.

We are independent and impartial. This means we look carefully at both sides of a complaint and weigh up all the relevant facts. If we decide the bank has treated the consumer fairly, we explain why. The same goes if we decide a bank has treated a customer unfairly. In that case, we will recommend how the bank can right the wrong, which can include an award of compensation.

Complainants do not have to accept our decisions. They are always free to go to court or to pursue the matter through any other available means. But if a complainant does accept our decision, it is binding on that person and the bank, becoming a full and final settlement of the complaint.

We do not set precedent and are not bound by any previous decisions. Rather, we make decisions in light of the individual circumstances of each complaint. In making a decision, we must consider what is fair in all the circumstances, having regard to the law, relevant codes (such as the Code of Banking Practice), good banking practice, and banks' own practices and policies. We do not have the powers of a court and are not bound by any legal rules of evidence. Our aim is to resolve complaints simply, efficiently and fairly.

As well as resolving disputes, we provide:

- information to banks about how to reduce complaints and improve complaint handling
- insights to banks on common themes in complaints and how they could prevent problems
- information to the public to improve their banking experience
- advice to government agencies on policy and proposed legislation.

We are not a regulator. We do not fine banks if they breach laws, industry standards or codes of practice, although we are required to report information to regulators in certain circumstances (see section 67, FSP Act).

We also undertake promotional, stakeholder, media and information-sharing work to reduce the likelihood of complaints and disputes happening in the first place. This aims to result in:

- higher standards in the banking and financial services sector
- continued confidence in the sector
- a better banking experience for banks and customers.

The term ombudsman

The word ombudsman is Swedish in origin and loosely translates as grievance person. The term was first used in its modern sense in 1809 when the Swedish Parliament established the office of Justitieombudsman, its occupant being charged with looking after citizens' interests in their dealings with the government. The first New Zealand ombudsman was appointed in 1962 under the Parliamentary Commissioner (Ombudsman) Act 1962. New Zealand was the fourth country, after Sweden, Finland and Denmark, to establish the office of Ombudsman.

Use of the word ombudsman is restricted in New Zealand (under the Ombudsman Act 1975). The Banking Ombudsman is one of only two industry-based dispute resolution schemes in New Zealand allowed to use the title, the other being the Insurance and Financial Services Ombudsman.

A [fact sheet](#) by the Australia and New Zealand Ombudsman Association explains the essential criteria for describing a body as an ombudsman.

Benefits of our scheme

Involving us in a complaint is good for your business. It can give the customers concerned the confidence their bank genuinely has their interests at heart by ensuring they have access to a fair hearing and independent resolution. Referring a complaint to us should not be regarded as a failure but rather as a positive step for both the bank and the customer.

Over the years we have developed a lot of expertise in resolving banking complaints, especially difficult or complex ones. Our independence helps resolve disputes more quickly. Innovative solutions are also more possible, in part because our decisions do not create legally binding precedents. Our approach also avoids litigation costs and reduces the likelihood of adverse publicity.

Internal complaints process

Referring complaints to banks

If we receive a complaint that the bank concerned has not yet dealt with through its internal complaints process, we refer the complaint to the bank. Later we may check with the complainant and/or bank to see whether the matter has been resolved.

When a bank receives a complaint from a customer, either directly or via us, we expect a bank to, within five business days:

- acknowledge receipt of the complaint
- explain to the complainant its complaints process
- give the complainant a timeframe in which he or she can expect a substantive response to the complaint
- provide the complainant with the name and contact details for the person who will be handling their complaint.

It is also best practice to explain to the complainant at the outset that they have the right to refer the complaint to our scheme if the bank cannot resolve the complaint to the complainant's satisfaction.

Our expectations of banks

We expect each bank to:

- Have an efficient internal complaint handling process, including at least one staff member trained in, and dedicated to, complaint handling, as well as a system to record complaint details.
- Ensure it is easy for customers to find out how to make a complaint, which includes:
 - having information available at the point of sale about how to make a complaint to the bank and to us
 - displaying our brochure in all branches
 - having a clearly labelled complaints section on their website with information about us (and preferably use our "Member of the Banking Ombudsman Scheme" logo on their website), including that we are free and independent
 - telling customers about us and their right to take a complaint to us, including our contact details and links to our website
 - provide the ability to lodge a complaint online.
- Tell complainants they can approach us for informal advice before the bank's internal complaints process has run its course.
- Ensure all staff and especially front-line staff know about the bank's internal complaints process and our services. Staff play a crucial role in recognising and resolving complaints, and escalating those complaints that cannot be resolved on the spot.

Referring complaints to us

The bank has two months from when the complaint was first made to the bank to resolve the complaint. Note, however, that this timeframe is shorter for complaints referred through our [financial difficulty fast track process](#).

If the complaint becomes deadlocked, i.e. the bank and the customer do not agree on an outcome, or more than two months have passed since the customer first made the complaint, the bank should refer the complainant to us and give the complainant our contact details. We suggest banks write a referral containing the following:

This is our final position [or offer]. If you remain dissatisfied, you are now entitled to ask the Banking Ombudsman Scheme (0800 805 950 or help@bankomb.org.nz) to consider your complaint. You need to contact the scheme within three months of receiving this notice, that is, by [date]. If you don't make contact by then, the scheme may not be able to consider your complaint.

Rule 6 of our terms of reference gives a complainant a maximum of three months from the date of such a notice to contact us. In exceptional circumstances, we may consider complaints received between three and twelve months later. Beyond twelve months, a bank's consent is necessary.

We will also accept a bank's request to consider a complaint before the two-month deadline has expired, where the bank considers there is no reasonable prospect of resolving the complaint directly with the complainant, or the bank considers an independent assessment of the complaint will be a more appropriate way to resolve the matter.

While we can only formally consider a complaint if one of the situations in [rule 6](#) apply, we are also able to offer help/support before a bank has exhausted its internal complaints process.

Early resolution service

Our Early Resolution Service provides assistance to customers and banks during its internal complaints process by:

- offering informal advice about how to handle a complaint
- advising either party about how we might consider a complaint if it became a dispute, including providing relevant quick guides or case notes
- helping to facilitate a settlement of the complaint by, for example, discussing the reasonableness of an offer or the merits of a complaint with the customer.

A bank can refer a customer to our ERS in situations where the bank's discussion with the complainant is ongoing and they feel the complainant would benefit from some independent guidance. We suggest, for example, the following explanation:

You may wish to contact the Banking Ombudsman Scheme (0800 805 950 or help@bankomb.org.nz) to discuss our response [or offer]. The Banking Ombudsman

Scheme is an independent and impartial dispute resolution scheme and can give you guidance on how they consider situations such as yours.

If a bank recommends that a complainant calls us to discuss the bank's response or offer on a complaint, it is helpful for the bank to provide a copy of the response to our ERS at help@bankomb.org.nz. The bank should also be clear with complainants about the next step in the bank's complaints process (whether or not they seek advice from us).

Our powers

Terms of reference

Our [terms of reference](#), or rules, define our principal powers and duties, and set out the limits to those powers. It is a good idea for bank staff to be familiar with these rules, which can be found on our website www.bankomb.org.nz. We also suggest looking at our [operational guidelines](#), which explain in detail how we implement the terms of reference.

What we can consider

We can consider complaints about:

- breaches of contract
- breaches of statutory obligations
- breaches of industry codes (including the Code of Banking Practice)
- breaches of principles of good banking practice
- any other matters specified in the terms of reference.

We will formally consider a complaint if the complainant remains dissatisfied after completing the bank's internal complaint process or if it has been more than two months since the customer raised their concerns. A "complaint" then becomes classified as a "dispute".

We can consider complaints claiming direct financial loss (or potential direct financial loss) of up to \$500,000. We can also award up to \$10,000 in recognition of inconvenience, anxiety, distress, embarrassment as well as some more tangible but unquantifiable results of a bank's wrongful action. We have no power to award punitive, exemplary or aggravated damages.

What we can't consider

It is not easy to summarise what complaints we can't consider because the circumstances of each exemption are very specific, and we consider all matters on a case by case basis. Rule 3 of our terms of reference lists the complaints outside our powers. A few examples:

- complaints that a court, tribunal or similar body has already looked at, or is looking at
- complaints involving a bank's commercial judgement about lending, security or insurance decisions
- complaints regarding a matter where a full and final settlement has already been reached
- complaints about a bank's charges for financial services or about its interest rates. Note, however, that we can consider complaints alleging that a bank failed to disclose, or

- misrepresented, information about charges or interest rates, or incorrectly applied charges or interest rates, or breached any law or industry code
- complaints where the total amount of the claims for direct loss and direct incidental expenses exceeds the relevant monetary cap (\$500,000 from 18 July 2024).

Rule 5 sets out other grounds for not considering a complaint: A few examples:

- The complaint has no reasonable prospect of success
- The complaint is frivolous or vexatious, or the complainant is not pursuing it in a reasonable way
- The complainant has not suffered, and is unlikely to suffer, direct loss or any significant inconvenience
- The bank has made a reasonable offer to settle the complaint (this decision must be based on the facts as presented by the complainant).

Certain preconditions must also be met before we can consider a complaint. These are set out in rule 2 and include the following:

- The same complainant, or member of a group of complainants, has not previously made a complaint to the scheme about the same matter without producing relevant new evidence
- It would not be more appropriate for a court, tribunal, arbitrator, independent or statutory complaints body or regulatory body to consider the complaint.

Finally, we can still consider a complaint that would otherwise be outside our rules if both bank and customer agree (rule 4). It is best to read our terms of reference closely for a full understanding of our powers and limits of those powers.

Declining to consider a complaint

If it appears we cannot formally consider a complaint, we explain why to the complainant. If the complainant believes the decision is wrong, he or she has the right to give us more information and explain why the decision is wrong. The Banking Ombudsman (or Deputy) will then make a final decision. Our ERS can provide advice on the Banking Ombudsman Scheme's jurisdiction but only the Banking Ombudsman or Deputy make a decision to decline to consider a complaint.

In some cases, we may need information from the bank before deciding whether we can consider a complaint. The BOS staff member assigned to the case will get in touch to explain what information we need.

Banks occasionally query whether we have the power to consider a complaint. Informal discussions usually resolve the matter without the need for a written decision by the Banking Ombudsman.

How we resolve disputes

Gathering information

The BOS staff member assigned to the case will request copies of all relevant information from the bank about the complaint. We will usually ask for the relevant contract (e.g. product terms and conditions, card conditions of use, account mandate), copies of diary notes, correspondence and account statements from the time of the events complained about. The other information requested may depend on the nature of products or services involved in the complaint. Some common types are:

- Mortgage lending: loan application, supporting information, loan agreement, memorandum of mortgage, loan terms and conditions, solicitor's certificate.
- Credit card lending: credit card application, credit card terms and conditions.
- Insurance: application form, needs analysis, policy schedule, policy terms and conditions.
- Service issues: staff member's recollections, call recordings.

The BOS staff member assigned to the case may ask a bank to provide its position on a complaint, meaning we expect the bank to respond to the complaint with reference to any legal duties owed by the bank, and any contractual powers and obligations of the bank and the customer.

We may also ask a bank to provide copies of its policies or procedures. We appreciate such information may be commercially sensitive and a bank may not wish for it to be released to a customer. We are usually happy to receive such information in confidence – but ask us before providing any information you want kept confidential. While we will use the information for our consideration of the complaint and the contents of the policy may be paraphrased to the customer, we will not share the documents with the customer. Any confidential information will be destroyed at the end of our process. Please provide confidential information separately to the customer's personal information and ensure it is clearly marked "confidential"

We generally ask both parties to reply to correspondence and requests for information within 5 working days. If a request cannot be met within that time, please request an extension early on rather than simply letting the deadline pass.

Resolution options

When we consider a complaint, we can resolve it informally through our facilitation process or formally by a written decision.

Regardless of the approach used, we try to resolve matters as informally and quickly as possible. We aim to ensure both parties are satisfied with the outcome and that they understand the reasons for our views.

Facilitation

Facilitation is where we work with the parties to find a mutually agreed outcome to the complaint. Facilitation is preferable because it is usually faster than our formal process and allows for a greater range of remedies. We find complainants are often more satisfied with solutions reached in this way because they have helped frame the outcome and therefore it better meets their needs than an outcome imposed on them.

Sometimes we may facilitate as a first step. This is appropriate where:

1. the facts are not in dispute
2. we have an established approach to the subject matter of the complaint
3. the customer and the bank wish us to facilitate negotiations about an appropriate amount of compensation.

In other cases, it may not be appropriate to facilitate until we have established the material facts leading to the complaint. Facilitation usually begins with the BOS staff member exchanging phone calls and emails with the complainant and the bank to understand the facts and issues arising from the case. The BOS staff member may give both parties information relevant to the case such as guidelines, quick guides or case notes on similar disputes. He or she may also express views on the merits of the complaint or the appropriate amount of compensation.

The BOS staff member will work with both parties to come to a fair resolution of the complaint. Resolution options could include:

- an explanation from the bank about why the matter complained of occurred,
- an acknowledgement that the bank has made a mistake,
- an apology by the bank,
- a goodwill offer,
- payment of compensation,
- a reversal of the bank's decision,
- the negotiation of a reduced debt,
- applying a lower interest rate,
- fee waivers or reversals,
- a debt repayment plan.

Where the BOS staff member believes the complaint is unlikely to be upheld, he or she may encourage the customer to withdraw it.

Neither party has to accept any proposed solution. If no agreement is reached, we continue with our formal decision-making process.

Formal decision

While the BOS staff member assigned to the dispute can provide a preliminary view on a complaint, only the Banking Ombudsman and the Deputy Banking Ombudsman can issue decisions on a complaint.

Preliminary view

With all the relevant information gathered, we advise both parties of our preliminary view setting out:

- the pertinent facts
- our understanding of the complaint
- our findings on the merits of the complaint, taking into account any relevant law, principles of good banking practice, or aspects of the Code of Banking Practice
- our intended decision, that is, to uphold, partly uphold or not uphold the complaint, and the amount of any compensation.

We give both parties the opportunity to respond to our preliminary view with any *new* or *relevant* information that could lead us to change our position. (New is self-explanatory; relevant means evidence that may make a significant or demonstrable difference to the outcome of a complaint.) If both parties accept our preliminary view, it becomes binding and we close the case.

Decision

If either side does not accept the preliminary view, we will consider any responses to our preliminary view, before the Banking Ombudsman or the Deputy Banking Ombudsman formally issues a decision. We cannot consider any submissions after issuing a decision.

Compensation

We have the power to recommend compensation, the aim being to return the complainant to the position he or she would have been in but for experiencing the problem complained about. Compensation is not about punishing the bank.

We recommend compensation if we conclude a bank did something wrong, and:

- the complainant suffered a loss as a direct result of the bank's wrongdoing, and/or
- the complainant experienced inconvenience as a result of the wrongdoing.

We can recommend three types of compensation: direct loss, inconvenience and incidental expenses.

Direct loss

This is a financial loss suffered by the complainant as a direct result of something the bank did or failed to do. If, for example, someone withdrew \$1,000 from a complainant's account as a result of a banking error, the complainant would have suffered a quantifiable financial loss. We can recommend that a bank or complainant undertake a course of action to resolve the complaint up to the value of \$500,000 including: paying compensation for direct loss (including interest, for example, to recognise that the customer lost the use of the funds or has incurred interest); forgiveness or variation of a debt (including varying an applicable interest rate);

variation, rectification; setting aside or reinstatement of a contract; the release of a security; or the meeting of a claim under an insurance policy.

There is a different limit for complaints about products that involve regular payments. This includes some types of insurance where the policy provides weekly or monthly payments rather than a lump sum. For complaints about these types of products, we can recommend up to \$2,600 per week in compensation.

Direct loss can include incidental expenses and the cost of legal and other professional advice incurred. To award reimbursement of such costs, we must be satisfied:

- the cost was incurred as a direct result of the bank's error
- it was reasonable for the complainant to seek professional advice
- the costs are reasonable.

Since our services are free and are designed to be easy to use, we will generally advise complainants that we are unlikely to recommend that the bank reimburse them for any lawyer, accountant, or other professional fees. However, we may recommend such fees are reimbursed in a particular case if, for example, the bank has taken an adversarial or legalistic approach to the complaint, has not told the complainant about the scheme, or the fees were a direct result of the bank's wrongdoing (e.g. a bank error during settlement of property meant the customer incurred additional legal fees).

A direct loss is not a lost opportunity. Taking the example above of the \$1,000 banking error, the complainant might have missed an opportunity to buy shares at a good price. This is not a direct financial loss but may be recognised through compensation for inconvenience.

Inconvenience

Compensation for inconvenience recognises any stress, embarrassment, or anxiety the complainant suffered as a result of a bank's wrongdoing. It can also be awarded to recognise other types of loss, such as disruption of financial planning or damage to a bargaining position.

We recommend this type of compensation if a complainant suffers more than a minor inconvenience that would be a fact of everyday life. Factors we take into account include:

- the amount of money involved
- the duration of the inconvenience
- the effect on the complainant's health
- the bank's complaint-handling conduct in trying to resolve the complaint in a timely and fair way.

The maximum we can recommend as compensation for inconvenience is \$10,000.

Incidental expenses

These awards recognise other expenditure incurred, such as photocopying, phone calls and travel to meetings.

Prioritising disputes

The Deputy Banking Ombudsman – Resolution oversees the review of all disputes we receive before their allocation. Some cases get higher priority, usually because of:

- *Financial difficulty.* A bank may have issued a default notice to a complainant under the Property Law Act 2007, or a complainant may have applied for a variation to their credit contract on the grounds of hardship under the Credit Contracts and Consumer Finance Act 2003, or a complainant may be facing bankruptcy.
- *Collection action and/or mortgagee sale:* A bank may want to proceed with collecting a debt and/or initiating a mortgagee sale.
- *Deteriorating position:* The prospect of a bank recovering its debt may be receding as a customer's situation worsens.
- *Health-related concerns:* A complainant's health may be suffering as a result of an extraordinary level of stress caused by his or her financial position.
- *A genuine deadline:* A complainant may need a matter resolved to complete the winding up of an estate.
- *Prior delay:* A complainant may have suffered an extraordinary delay because of hold-ups in a bank's internal complaints process.
- *Risk to our reputation:* A case threatens the public's confidence in the scheme, or a bank's confidence in the scheme.

Dispute fast-track procedure

We also have a fast-track process to deal with disputes where there is a real possibility a delay would severely prejudice a complainant and/or bank. There are no hard-and-fast rules about whether to fast-track a case. It is a matter for the Banking Ombudsman Scheme to decide. Banks should make requests as early as possible. A fast-track procedure may be approved if:

- a complainant has a severe illness or has been left without access to funds for living expenses
- a bank is taking, or plans to take, recovery action against a complainant. See below and our guide: <https://bankomb.org.nz/guides-and-cases/quick-guides/lending/suspending-debt-recovery-action/>
- the complainant is experiencing financial difficulty: see [Financial difficulty fast track process](#).

A fast-tracked dispute:

- takes priority over other cases (except for more urgent fast-tracked cases)
- requires the bank and complainant to respond to enquiries and information requests within 5 days (extensions being given only for very good reasons)
- allows the BOS to take the case off the fast-tracked list, or to continue to the next stage based on information collected to date, if the bank or complainant fails to respond in time.

Suspension of debt recovery process

A bank must notify us if it is taking, or intends to take, any action to recover a debt that is the subject of a complaint to us (rule 22). A bank must get our consent before starting legal proceedings against a complainant over a matter we are considering (rule 19).

In general, our aim is to preserve the status quo for the duration of our consideration of the complaint. We are likely to ask the bank to postpone the sale if we cannot complete our process in time if, for example:

- a bank plans a mortgagee sale and there appears to be some substance to the complainant's claim that he or she is not liable for a debt, or
- the bank is in breach of an agreement.

We will not ask a bank to suspend action if it is clear that, whatever the outcome of our process, the action will be necessary to recover the debt. If, for example, there is a dispute about the amount the bank is entitled to recover, but, even on the most favourable calculation, the complainant can meet his or her obligations only by selling the security, then there is little point in postponing the sale.

If we ask a bank to suspend recovery action and the bank stands to suffer a loss by complying with our request, we will give our consideration of the complaint all reasonable priority.

Withdrawing offers

We encourage banks to leave open offers of settlement, particularly if we may decline jurisdiction under rule 5.4 (a bank has made reasonable offer of settlement). In declining jurisdiction under this rule, we must be satisfied the offer is reasonable in light of the facts as presented by the complainant.

Sometimes it will not be clear whether a bank's offer is reasonable until after we have investigated the matter. If we conclude the offer is reasonable, we will try to facilitate resolution by encouraging the customer to accept it and/or we will make a decision that the offer is reasonable.

We therefore consider it good practice to leave open an offer of settlement, unless the bank:

- made the offer purely as a goodwill gesture to resolve the complaint, and
- considers it should pay no compensation.

If a bank intends to withdraw an offer, it should clearly advise the complainant of this intended step (and us if we are involved).

Our expectations of banks

To help us resolve disputes as efficiently as possible, we expect banks to:

- nominate at least one staff member to handle communications with us
- ensure such staff have the authority to:
 - give us all the information we request on disputes
 - negotiate the settlement of complaints
- keep to our time frames
- have a pragmatic approach to negotiations
- tell us about any important changes within the bank, such as key personnel changes, withdrawal of products and possible systemic issues.

Confidentiality

The bank-customer relationship is confidential, so a bank should not give us information about a complainant without authorisation from the complainant.

An individual has a right to information held about them. However we can hold certain information in confidence if we have agreed to accept the information on that basis. For example, a complainant may want sensitive medical information kept confidential, or a bank may want commercially sensitive information kept confidential (see rule 14).

A bank that wants to supply information in confidence should let us know before providing the information, and explain the general nature of the information and the reason for the request.

We record all phone calls. Customers are entitled to copies of the recordings of calls they have with us. They are also generally entitled to a copy of our calls with their bank about their complaint.

Other matters

Bank forums

We hold forums for banks, usually twice a year in Auckland or Wellington, to give bank and scheme staff an opportunity to get together, learn from recent complaints, discuss common issues, and meet other complaints handlers. We recommend all complaints handlers attend the forums, which are also open to other bank staff.

Industry surveys

We periodically ask banks to complete surveys about industry practice in areas that might have a bearing on cases we consider.

Systemic issues

From time to time we come across complaints that suggest a more widespread problem affecting other bank customers. We contact the bank concerned to determine whether this is the case. The Financial Service Providers (Registration and Dispute Resolution) Act 2008 requires us to tell the relevant regulator about certain complaints involving a bank (section 67). See also rules 39.2 and 47 of our terms of reference.

Compliance

Membership of the scheme imposes various obligations on banks, three of which we highlight here:

Respond to information requests promptly

We ask banks to supply information we ask for as soon as practicable (See rule 13 of terms of reference.)

Tell customers about us

Banks must let customers know about their right to take unresolved complaints to us. This is a requirement of the terms of reference (rule 6.1) and of the Code of Banking Practice.

Meet participation criteria

Banks must advise us in June each year, in writing, that they continue to meet the participation criteria (paragraph 7.4 of the participation agreement). To be eligible to become or remain a member of the scheme, banks must, among other things, be able to demonstrate effective complaint-handling procedures. Banks must notify us immediately if they become aware they do not meet the criteria.

Scheme documents

Website

Our website, www.bankomb.org.nz, has information about our resolution process. It is intended for the public, but may be useful to banks too. A variety of other information can also be found on the website. Complaints can be made via the website using our online complaints form.

- **Terms of reference**

As already noted, our [terms of reference](#) can be found on our website.

- **Operational guidelines**

These [guidelines](#) explain how each rule in our terms of reference works in practice. We strongly recommend you read them.

- **Constitution and participation agreement**

Our constitution sets out the objectives and powers of the Banking Ombudsman Scheme Limited, as well as rules for governance of the scheme. The participation agreement sets out the legal arrangements between the scheme and its members. Look in “About us” for “Reference documents”.

- **Case notes**

Our website has a searchable database of case notes. Case notes illustrate common problems we deal with and show how we consider complaints in these areas. Identifying bank and customer details are removed. Note that we are not bound by previous decisions, but they nonetheless provide useful guidance.

- **Quick Guides**

Our quick guides contain advice about common banking problems. They are written for customers, although complaint handlers also find them a useful summary.

- **Media releases**

We publish media releases on our website.

- **Annual report**

This is another of the reference documents to be found on our website.

Scheme brochure

This brochure outlines who we are, what we do and how bank customers can bring their complaint to us. Members of the scheme are also listed in the brochure, which should be displayed in all branches. Copies can be requested by contacting help@bankomb.org.nz.

Monthly reports

We give banks a monthly update on complaints we have received and disputes we have opened and closed that month. We also include prevention insights, which we encourage banks to share internally to help prevent future complaints.

Chief Executive updates

The Ombudsman writes to the bank Chief Executives as required and at least quarterly, letting them know of any specific issues we have identified about their business.

Code of Banking Practice

Although not a scheme document (it is issued by the New Zealand Bankers' Association on behalf of its members), we draw your attention to the [Code of Banking Practice](#) because it sets out minimum standards of good banking practice. We apply those standards when considering complaints and disputes.