

Attention: Mike D'Argaville,

Please consider widening the scope of the amendment to include matters dealt with by FOS and or CIO that were not concluded in a satisfactory manner in order to meet current legislation. I took my case to FoS. On 25 January 2008 [REDACTED] made 3 loans of \$250,000 (. P& I) \$80,000 (interest only) and \$70,000 (P &I) to my ex-partner and I. It took 2 years to get a resolution and I firmly believe the final FoS outcome was wrong. There were two final determinations because they made a \$20,000 miscalculation in [REDACTED] favour but I pointed it out.

The final determination did not address future interest despite the fact that [REDACTED] was found responsible of Maladministration in Lending. Somehow, our total repayments of about \$148,000 were offset against a "benefit for living in the property" and I was charged \$127,000 "rent" in the calculations. This was subtracted from the \$148,000 in repayment and went to [REDACTED] favour. FoS reduced the amount owing from \$380,000 capital to \$305,00. \$20,000 reduced by attrition over the years.

I was told by FoS to negotiate a future loan with [REDACTED] myself. Having no bargaining strength on my own, it was difficult. I ended up paying [REDACTED] 80,000 of my Superannuation to get rid of the Interest only loan ( Can I make a new case for that?) and ended up with a 3 year fixed interest P&I loan at 3.85% where I pay \$1,230 pm to [REDACTED] - still On the Original 2008 loan! With my ex-partner's name on it! My income from my DSP is only \$1,800 pm This leaves very little to live on. My budget is \$7,000 short pa reducing every expense to the minimum. I am in financial hardship owing to the original loans and owing to the "solution" provided by FoS. They found that [REDACTED] should not have granted my ex- the loans (I provided capital which [REDACTED] put into a joint account and my ex- took). And that [REDACTED] was not entitled to interest nor profit from these loans! I understand that the capital needs to be repaid but more than half of my repayments to [REDACTED] each month are interest! Out of \$1230, \$735 is interest! That's more than 50% of my repayment!

How can the FoS determination not have addressed the future repayments?

Can I apply to APRA because I made a new agreement with [REDACTED] n 2016? By the way, the ex went bankrupt on 3 April 2012. He was 1% on Title but signed that over to me since he had taken so much equity from the property.

But if you include cases from FoS that were not correctly resolved according to law, in your brief, that would help my case.

**Please consider opening it up to prior FoS cases that were not resolved correctly according to current legislation.**

I think I should only have been charged rent if the house were going to be sold but I made it clear I needed to keep it! So I owe \$220,000 now. If I could be credited back the so called rent money ( since there was no rental agreement and [REDACTED] has a mortgage over the property not ownership ) and I were to pay back the capital in fortnightly instalments, then I could afford to live.

What was done to me by [REDACTED] falsifying figures (I have proof) and not doing ANY due diligence regarding my ex-partner's finances, was daylight robbery and I am still suffering for a mistake I made in relying on [REDACTED] and trusting my ex-. He owed a million dollars in mortgages at the same time as applying for these loans, and four or five credit cards maxed out to over \$50,000 but the broker hid this information and the bank did not investigate and I did not know how much debt he was in.

[REDACTED] made it look as though my ex- and I were millionaires. They did this by counting property owned jointly with our exes as our sole property and in my case even though my jointly owned asset was sold, and was providing the deposit, it was counted.

I need this whole mess [REDACTED] made in 2008, investigated properly because FoS did not do so and I only found new evidence after the case was closed.

Please, provide an "exceptional circumstances" loophole for some FoS cases.  
FoS decided the case in 2016. My 3 year loan ends this year and I need my repayments reduced not increased or I lose my home. I tried taking the broker to Cio but they were on his side from the start. They refused to see my Point of View that the broker was my ex-s friend and set me up. I have new evidence that he did!  
Cio just threw out my case against the broker so it wasn't a case with them.  
The broker and my ex used my business and financial position to set up my ex in a good position and lumber me with his debt via the mortgages and joint bank account.

I hope you can advise me what to do. How do I make out a new case and what points are important. What documents can I read to understand changes in law made by the Royal Commission?

I hope you can help me.

Kind regards  
Jean Lawson

