Complaint Management Policy and Internal Dispute Resolution Procedure

CarCoop Group

Contents

Section E – Conclusion 14

Version Control

Version Number	Date Updated	Notes
1	June 2024	Original document prepared and finalised in consultation with Dentons Australia Limited.

Car Coop
Rent - - - Drive - - - Buy

Section A - Introduction

1. Purpose

1.1 CarCoop Group has established this Complaint Management Policy and Internal Dispute Resolution Procedure **(Policy & Procedure)** to outline its commitment to providing a fair, prompt and consistent process for resolving complaints through its internal dispute resolution process.

1.2 This Policy & Procedure has been developed to reflect the nature, scale and complexity of CarCoop Group's business. If there is a change in the business, then as required the Compliance Officer (with the authority of the Board of Directors of CarCoop) will make amendments to this Policy & Procedure accordingly.

1.3 The standards and requirements set out in the ASIC Corporations, Credit and Superannuation (Internal Dispute Resolution) Instrument 2020/98 (Cth), RG 271 and as described in this Policy & Procedure are enforceable. This Policy &

1.4 Procedure will have effect from 30th June 2024.

2. Application

2.1 This Policy & Procedure applies to each entity within the CarCoop Group which is required to be an AFCA member (including its employees, Directors and contractors) (each a relevant CarCoop Group entity) unless a separate policy has been established for a particular CarCoop Group entity.

2.2 This Policy & Procedure applies to all licensable activities undertaken by a CarCoop Group entity under M & CM's ACL (ACL 392330) (whether undertaken by M & CM or a CarCoop Group entity as an appointed credit representative of M & CM).

3. Definitions

3.1 ACL means Australian Credit Licence.

3.2 AFCA means the Australian Financial Complaints Authority, an Australian Securities and Investments Commission (ASIC) approved EDRS.

3.3 CarCoop means CarCoop Pty Ltd ACN 634 044 321.

3.4 **CarCoop Group** means, collectively, CarCoop and any of its wholly owned subsidiaries, including M & CM which each are a relevant CarCoop Group entity which must be an AFCA member and comply with RG 271. Where an IDR process or procedure (as set out in this Policy & Procedure) is specified to apply to a relevant CarCoop Group entity, it applies to the specific CarCoop Group entity the subject of the Complaint made by the relevant Consumer, unless context requires otherwise.

3.5 **Complaint** means an expression of dissatisfaction made to or about CarCoop Group, relating to their products, services, staff or the handling of a Complaint, where a response or resolution is explicitly or implicitly expected or legally required.

3.6 **Compliance Officer** refers to Nigel Sellars at as the date this Policy & Procedure is published.

3.7 **Consumer** means a consumer as defined by section 5 of the National Credit Act and for the purposes of this Policy & Procedure, includes a Small Business.

3.8 **Director**, in reference to a relevant CarCoop Group entity, has the meaning given to that term in section 9 of the Corporations Act 2001 (Cth), and includes Nigel Sellars as the director of each of CarCoop and M & CM as at the date this Policy & Procedure is published.

3.9 **EDRS** means External Dispute Resolution Scheme.

3.10 **IDR** means Internal Dispute Resolution (being CarCoop Group's internal process for managing, dealing with and resolving Complaints as mandated by RG 271).

3.11 **IDR Delay Notification** means written correspondence provided to the Consumer advising them their Complaint will not be resolved within 30 calendar days.

3.12 **IDR Officer** refers to Mary Walsh at as the date this Policy & Procedure is published.

3.13 **IDR Response** means a written response to the Consumer informing them of:

a) the final outcome of their Complaint at IDR (including either confirmation of actions taken by CarCoop Group to fully resolve the Complaint or reasons for CarCoop Group's rejection or partial rejection of the Complaint);

b) their right to take their Complaint to AFCA if they are not satisfied with CarCoop Group's outcome in (a); and

c) AFCA's contact details.

3.14 **M & CM** means M & CM Pty Ltd ACN 131 837 557 (ACL 392330).

3.15 **National Credit Act** means the National Consumer Credit Protection Act 2009 (Cth).

3.16 **Small Business** means, for the purposes of dispute resolution, a business that had less than 100 employees at the time of the act or omission by CarCoop Group that gave rise to The Complaint. A small business includes a primary producer if that primary producer is also a small business.

3.17 **Unreasonable Consumer** Conduct means behaviour which because of its nature or frequency raises substantial health, safety, resource or equity issues for CarCoop Group, s employees and representatives, other Consumers or the particular Consumer themselves.

4. Policy Statement

4.1 CarCoop Group must have a dispute resolution system that consists of:

a) an IDR process that complies with the standards and requirements made or approved by ASIC which covers Complaints made

b) Consumers in relation to the consumer lease services provided; and membership of AFCA.

4.2 The benefits of effectively resolving Consumer Complaints through an IDR system with broad coverage include:

a) the opportunity to resolve Complaints quickly and directly;

b) the promotion of trusted relationships between CarCoop Group and its Consumers;
improved levels of Consumer confidence and satisfaction;

c) a greater understanding of the key drivers of Complaints;

d) the ability to identify emerging issues and inform product and service delivery improvements; and

e) reduced AFCA fees and future remediation costs.

4.3 CarCoop Group takes a proactive approach to identifying and resolving Complaints. It is better for CarCoop Group and its Consumers that a Complaint is dealt with at the earliest possible stage because it:

a) prevents Complaints from becoming entrenched;

b) preserves Consumer relations;

c) is often the most efficient and cost-effective way for an organisation to deal with
d) Complaints; and

e) may improve customer satisfaction.

4.4 In establishing and reviewing this Policy & Procedure, CarCoop Group has taken into account:

a) the size of its business and the number of people in the organisation;

b) the products and services offered and the volume and size of transactions

c) CarCoop Group is responsible for;

d) the nature of its Consumer base;

e) the diversity and structure of its operations; and

f) the likely number and complexity of Complaints.

5. Aims

5.1 This Policy & Procedure aims to resolve:

a) minor Complaints during the Consumer's initial contact with CarCoop Group;

b) all Complaints relating to a default notice, hardship notice or request to postpone enforcement proceedings, within 21 calendar days after receipt of such Complaint; and

c) all other Complaints (not falling within paragraph (a) or (b) above), within 30 calendar days after that Complaint being received.

6. Definition of Complaint

6.1 CarCoop Group must deal with expressions of dissatisfaction that meet the definition of Complaint as specified in section 3.

6.2 The following expressions of dissatisfaction are included in the definition of Complaint:

a) posts on a social media channel or account owned or controlled by CarCoop Group that is subject of the post, where the author is both identifiable and contactable; and

b) Complaints about a matter that is subject of an existing remediation program or about the remediation program itself.

6.3 CarCoop Group does not limit its categorisation of Complaints to those expressions of dissatisfaction where a response or resolution is explicitly expected. CarCoop Group also categorises expressions of dissatisfaction where a response or resolution is 'implicitly expected' as a Complaint.

7. CarCoop's commitment to IDR

7.1 The Directors of each CarCoop Group entity ensure they:

a) have adequate oversight of that entity's IDR processes;

b) provide adequate resources to that entity's employees who have responsibility for
managing Complaints including (without limitation) providing ongoing training and
appropriate human resources;

c) establish and promote this Policy & Procedure;

d) implement IT systems and reporting procedures to ensure timely and effective Complaint management and monitoring; and

e) establish clear roles, responsibility and authority for the management and resolution of Complaints.

8. Access to this Policy & Procedure

8.1 CarCoop Group must ensure that this Policy & Procedure is available free of charge. This Policy & Procedure is also available on CarCoop's website here: www.CarCoop.com.au

8.2 If this Policy & Procedure is requested in a particular form, CarCoop Group takes such steps as are reasonable to provide it in the form requested.

Section B – Procedures: Receiving Complaints

9. Enabling Complaints

9.1 CarCoop Group publicises information about how and where Complaints can be made by:

a) publishing this Policy & Procedure on CarCoop's website and making it available in
hard copy free of charge upon request;

b) including information about the IDR process in product welcome packs;

c) enabling Consumers to pursue Complaints via the IDR process free of charge; and

d) providing training to all staff about CarCoop Group's IDR process.

9.2 CarCoop Group makes its IDR process accessible for Consumers with disabilities or language difficulties by:

a) CarCoop Group proactively identifying Consumers who might need additional assistance.

b) ensuring that information provided to the public about CarCoop Group's IDR process is available in a range of languages and formats (including large print or audiotape);

c) enabling people to adjust the font size of information on CarCoop's website; and offering translation services to Consumers or making staff available who are cross culturally trained.

9.3 CarCoop Group offers multiple Complaint lodgement methods including:

a) toll-free telephone number;

b) email;

c) letter;

d) social media platforms owned or controlled by CarCoop;

e) in person; or

f) online.

9.4 CarCoop Group allows representatives of the Consumer to lodge Complaints on the Consumer's behalf and accepts authorities from representatives lodging Complaints on behalf of Consumers. In these circumstances, CarCoop Group does not contact the Consumer directly, unless:

a) the Consumer requests direct communication with the CarCoop Group entity, the
subject of the Complaint;

b) CarCoop Group reasonably believes the representative is not acting in the Consumer's best interests;

c) CarCoop Group reasonably believes the representative is acting in a deceptive or
misleading manner with the Consumer and/ or CarCoop Group;

d) CarCoop Group reasonably believes the representative is not authorised to represent the Consumer; and

e) at the time CarCoop Group is dealing with the Complaint, the representative has been excluded by AFCA from representing Consumers in relation to a Complaint lodged with AFCA.

10. Receiving Complaints

10.1 CarCoop Group's employees must immediately refer Consumers wishing to make a Complaint to the IDR Officer. The IDR Officer is accountable to the Compliance Officer and is required to act independently and objectively in resolving the Complaint.

11. Classification of complaints

11.1 All Complaints must be classified and then analysed to identify systemic, recurring and single incident problems and trends. Complaints should be prioritised as Level 1 (less serious complaints) or Level 2 (more serious complaints) according to the urgency and severity of the issues raised. For more information on the distinction between Level 1 and Level 2 Complaints, refer to paragraphs 11.2 and 11.3 below.

11.2 Level 1 Complaints are categorised as less serious Complaints. This would be the case where the Complaint may be resolved through communications between the relevant CarCoop Group staff and the Consumer at first instance.

11.3 Level 2 Complaints are the more serious Complaints. This type of Complaint requires the involvement of the IDR Officer. Examples of matters that should be prioritised as Level 2 include where:

a) the Complaint relates to a default notice;

b) the Complaint relates to a hardship notice or request to postpone enforcement proceedings;

c) the Consumer is experiencing domestic or financial abuse;

d) the Consumer has a serious or terminal illness; or

e) a delay in addressing the Complaint could adversely affect the Consumer's basic living conditions.

12. Responsibility for and investigation of complaints

12.1 At first instance the relevant CarCoop Group staff member who has been contacted by the complaining Consumer has responsibility for dealing with the Complaint.

12.2 If the CarCoop Group staff member is unable to resolve the Complaint within 5 business days, the details of the Complaint must be immediately forwarded to the IDR Officer who has overall responsibility for CarCoop Group's IDR process.

12.3 The Complaints Officer must review the circumstances involving the Complaint and attempt to provide an IDR Response to the Consumer in accordance with the procedure and timeframes in sections 16 and 17 below.

Section C – Procedures: Responding to Complaints

13. Responding flexibly

13.1 CarCoop Group deals with Complaints with as little formality as possible to ensure that Consumers are not restricted in their access to CarCoop Group's IDR process.

14. Acknowledging Complaints

14.1 Once a Complaint is received, CarCoop Group must acknowledge receipt of the Complaint within 24 hours (or 1 business day) of receiving the Complaint, or as soon as practicable. CarCoop must attempt to resolve the Complaint within:

a) 21 calendar days, if the Complaint relates to a default notice, hardship notice or request to postpone enforcement proceedings; or

b) 30 calendar days, if the Complaint does not relate to a default notice, hardship notice or request to postpone enforcement proceedings, of it being received.

14.2 When selecting a method to acknowledge a Complaint, CarCoop Group takes into account the method used by the Consumer to lodge the Complaint and any preferences the Consumer has expressed about receiving communication from CarCoop Group. CarCoop Group may acknowledge Complaints:

a) verbally; or

b) in writing (including by email, mail or social media channels).

14.3 CarCoop has in place standardised internal processes for, and adopts a consistent approach to, acknowledging Consumer Complaints.

15. Complaints closed within 5 business days of receipt

15.1 An IDR Response (refer section 16 below) is not required where a Complaint has been closed within 5 business days of receipt because:

a) CarCoop Group has resolved the Complaint to the Consumer's satisfaction and this is either:
   i. confirmed verbally or in writing by the Consumer; or
   ii. a reasonable view to take given the circumstances; or

b) CarCoop Group has given the Consumer an explanation and/ or apology when it can take no further action to reasonably address the Complaint.

15.2 However, a written IDR Response must be provided even where a Complaint is closed within 5 business days if:

a) the Consumer requests a written response; or

b) the Complaint is about hardship.

16. IDR Responses

16.1 Complaints raised with CarCoop Group must be responded to in the same manner they are received unless otherwise requested by the Consumer. For example, a telephone Complaint must be initially responded to with a telephone call.

16.2 The time and date of all telephone calls to the Consumer made in connection with a Complaint must be recorded with other details about the Complaint in accordance with CarCoop Group's internal policy requirements.

16.3 An IDR Response must be provided to the Consumer upon resolving a Complaint. The written communication must inform the Consumer of:

a) the final outcome of their Complaint at IDR, including either:
   i. confirmation of the actions taken by CarCoop Group to fully resolve the Complaint; or
   ii. reasons for the rejection or partial rejection of the Complaint;

b) their right to take the Complaint to AFCA if they are not satisfied with the IDR Response; and

c) the contact details for AFCA.

16.4 If CarCoop Group rejects or partially rejects the Complaint, the IDR Response must clearly set out the reasons for the decision by:

a) identifying and addressing the issues raised in the Complaint;

b) setting out CarCoop Group's finding on material questions of fact and referring to the information that supports those findings; and

c) providing enough detail for the Consumer to understand the basis of the decision and to be fully informed when deciding whether to escalate the matter to AFCA or another forum.

17. Timeframes for IDR Responses

17.1 CarCoop Group must provide an IDR Response (in accordance with section 16) to the Consumer within the timeframes noted in the below table:

Type of Complaint	Maximum Timeframe to provide IDR Response	Further Detail
Complaints involving default notices	No later than 21 calendar days after receiving the Complaint.	Section 18
Complaints involving applications for hardship notices or a request for postponement of enforcements proceedings made.	Complaints involving applications for hardship notices or a request for postponement of enforcements proceedings made. No later than 21 calendar days after receiving the Complaint. Exceptions apply where CarCoop Group does not have sufficient information to make a decision or if an agreement is reached with the Consumer.	Section 19
All other complaints	No later than 30 calendar days after receiving the Complaint.	

18. Complaints involving default notices

18.1 A Complaint may involve a default notice where the Consumer:

a) alleges that the default notice was not served;

b) disputes the amount specified in a default notice or whether the default notice was rectified;

c) has a dispute about CarCoop Group's communications leading up to the issue of the default notice.

18.2 CarCoop Group must give the Consumer a default notice before commencing enforcement proceedings to recover money, take possession of property or sell property. The default notice must:

a) inform the Consumer that they must remedy the default within 30 calendar days; and

b) substantially meet the pro forma notice requirements in Form 12A and Form 18A of the National Consumer Credit Protection Regulations 2010 (Cth).

18.3 CarCoop Group must refrain from commencing or continuing legal action, including enforcement proceedings, against a Consumer, except where the statute of limitations is about to expire. This only applies while:

a) the Complaint is being handled by CarCoop Group's IDR process; and

b) for at least 21 calendar days thereafter to allow the Consumer to lodge their Complaint with AFCA (where the Complaint cannot be resolved by CarCoop Group's IDR procedures.

19. Complaints involving hardship or postponement requests

19.1 CarCoop Group treats Complaints involving hardship notices or postponement requests as urgent matters and these are prioritised over other Complaints. A Complaint of this nature can be made to CarCoop Group:

a) verbally, in person or by calling us on 1300 614 299; or

b) in writing, by email (finance@carcoop.com.au), post (Office 10A, 2 Flinders Parade, North Lakes QLD 4509) or our social media channels at Facebook (facebook.com/CarCoopCo, Instagram (instagram.com/CarCoopCo), X (https://x.com/CarcoopCo) and LinkedIn https://www.linkedin.com/company/carcoopco/)

19.2 Please contact CarCoop Group for further information or any queries you may have regarding how CarCoop Group deals with hardship notices.

19.3 The IDR Officer, with oversight from the Compliance Officer, is responsible for ensuring the following occurs within 21 calendar days of receiving a Complaint involving a hardship notice or postponement request:

a) consider and determine whether to agree to:
   i. a change in the terms of the consumer lease between CarCoop Group and the Consumer for hardship (under section 177B of the National Credit Code); or
   ii. a request to postpone enforcement proceedings (under section 179H of the National Credit Code).

19.4 Where additional information is required from the Consumer:

a) where CarCoop Group requires further information about a hardship notice, the IDR Officer is responsible for ensuring CarCoop Group requests the additional information within 21 calendar days of receiving a Complaint.

b) where CarCoop Group has requested additional information from the Consumer, the Consumer has 21 calendar days to respond to this request for information.

c) additional time to provide an IDR Response is permitted where the consumer lease was entered into after 1 March 2013. The additional time is up to:

   i. 28 calendar days from when the additional information was requested, but not received; or
   ii. 21 calendar days from when the additional information was received by CarCoop Group.

19.5 If the Complaint cannot be resolved within the required timeframe, the Consumer must be referred to AFCA.

19.6 Where CarCoop Group has reached an agreement with the Consumer about a hardship notice or postponement request, a Director of the relevant CarCoop Group entity (the subject of the Complaint) will confirm in writing:

a) the terms of change to the consumer lease; or

b) the conditions of postponement of enforcement proceedings; within 30 calendar days of the agreement being reached.

19.7 CarCoop will inform the Consumer of their right to complain to AFCA and provide AFCA's contact details where CarCoop Group:

a) does not agree to a change in the terms of a consumer lease or to negotiate a postponement of enforcement proceedings; or

b) where an agreement has been reached per section 19.6, within 30 calendar days of the agreement being reached.

20. Complaint management delays

20.1 CarCoop Group is not required to provide a Consumer with an IDR Response within the IDR timeframe where:

a) there has been no reasonable opportunity to provide the IDR Response within the IDR timeframe because:

i. the resolution of the Complaint is particularly complex, for example, the individual Complaint is about a transaction or event that occurred more than 6 years ago and requires reconstruction of account information; and/ or

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ii. circumstances beyond CarCoop Group's control are causing Complaint management delays, for example, the Consumer is waiting on a medical appointment that CarCoop Group reasonably requires the Consumer to attend, or the Consumer is unable to respond to CarCoop Group due to illness or absence; and

b) an IDR Delay Notification has been sent to the Consumer prior to the expiry of the IDR timeframe (ie: 30 calendar days).

20.2 The IDR Delay Notification must inform the Consumer about:

a) the reasons for the delay;

b) their right to complain to AFCA if they are dissatisfied; and

c) the contact details for AFCA.

20.3 The exceptions to providing an IDR Response outlined in sections 20.1 and 20.2 do not prevent the Consumer from escalating their Complaint to AFCA and do not affect AFCA's ability to register a Complaint.

Section D – External dispute resolution

22. Duty of care to clients and staff

22.1 The Director is responsible for ensuring CarCoop's IDR process does not involve the release of information in relation to:

a) CarCoop Group generally; or

b) Consumers or CarCoop Group's employees' individual information, that contravenes the privacy laws, any of CarCoop Group's policies in relation to confidential information or the contractual obligations of CarCoop Group. Further information and advice on this matter can be obtained from the Compliance Officer.

22.2 Reponses to IDR matters that contain personal information about a Consumer or an employee of CarCoop Group must be provided to the Compliance Officer for final approval, prior to publication or release.

22.3 The Compliance Officer must ensure express consent has been obtained from the Consumer prior to disclosing any personal information.

23. Outsourcing

23.1 Where CarCoop Group outsources part, or all, of its IDR process, it must:

a) have measures in place to ensure that due skill and care is taken in choosing suitable service providers;

b) monitor the ongoing performance of service providers; and

c) appropriately deal with any actions by service providers that breach service level agreements or fall short of their obligations.

24. Training

24.1 Employees of CarCoop Group who deal with Consumers, not just Complaints handling staff, need to have an understanding of the IDR process. Consequently, all employees of CarCoop Group receive targeted induction and ongoing training about the IDR process. This training is scheduled and conducted at the discretion of the Compliance Officer.

25. Resources

25.1 The Compliance Officer ensures there are, at all times, adequate resources for IDR processes to operate effectively and efficiently. The Compliance Officer conducts an annual review of the resources allocated to CarCoop Group's IDR process to ensure they are adequate.

25.2 To ensure adequate systems are in place to handle Complaints promptly, fairly and consistently, the Compliance Officer:

a) reviews IDR processes on regular basis and provides additional resources without delay where required; CarCoop Group records all Complaints (including hardship and enforcement-related Complaints), tracks how and when they were received, the steps taken to resolve them, and the final outcome and timing. This information is monitored to identify trends, emerging issues and any conduct or vulnerability risks, and material trends are escalated to the Directors. The Compliance Officer is responsible for ensuring that Complaint information is complete and accurate, and for preparing and submitting CarCoop Group's internal dispute resolution (IDR) data reports to ASIC in line with ASIC's IDR data reporting requirements and lodgement timeframes.

b) ensures at all times, there is an established contact point for Consumers;

c) ensures personnel involved in handling Complaints are adequately trained and competent to deal with Complaints, including the authority to settle Complaints or have ready access to someone with the necessary authority; and

d) ensures there is appropriate documentation, specialist support, materials and equipment, computer hardware and software, and finances to assist with the IDR process.

26. Policy review

26.1 This Policy & Procedure is reviewed on at least an annual basis by the Compliance Officer, having regard to the changing circumstances of CarCoop Group.

27. Legislative basis

27.1 This Policy & Procedure gives effect to the reforms introduced by the Treasury Laws Amendment (Putting Consumers First – Establishment of the Australian Financial Complaints Authority) Act 2018 and complies with RG 271 and CarCoop's obligations under section 47(1)(h) of the National Credit Act.

27.2 This Policy & Procedure has been developed in accordance with the principles outlined in Australian Standard AS/NZS 10002: 2014.

Issued by CarCoop Group
27th of October 2025