

**FSCL**

FINANCIAL SERVICES COMPLAINTS LTD

INDEPENDENT DISPUTE RESOLUTION

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN FINCAP AND FINANCIAL  
SERVICES COMPLAINTS (FSCL)  
TOGETHER (“THE PARTIES”)**



## **1. BACKGROUND**

- 1.1 FinCap (the National Building Financial Capability Charitable Trust) is a registered charity and the umbrella organisation supporting the 200+ local, free financial mentoring services across Aotearoa. These services support more than 70,000 people in financial hardship annually. FinCap leads the sector in the training and development of financial mentors, the collection and analysis of client data and encourage collaboration between services. The organisation advocates on issues affecting whānau to influence system-level change to reduce the causes of financial hardship.
- 1.2 FSCL is an approved dispute resolution scheme under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 (the FSPR Act). FSCL's role is to investigate, resolve, and determine complaints made by consumers about financial service providers who are FSCL scheme participants. Under the FSPR Act FSCL must be accessible, independent, fair, accountable, efficient, and effective.
- 1.3 The parties wish to record the operational protocols regarding cooperation between the parties and the provision of information.

## **2. PURPOSE**

- 2.1 This memorandum records the parties' intention to work together to improve consumers' access to FSCL and raise the financial services industry standards generally.

## **3. COMMUNICATION AND INFORMATION SHARING**

- 3.1 Where, and to the extent appropriate, practicable, and permitted by law, the parties will:
- communicate in an open, honest, and timely manner
  - raise relevant issues promptly with each other
  - ensure that the other party is informed of any seminars, workshops, or conferences that a party is hosting that it considers the other party may be interested in and extend invitations to attend or participate.
- 3.2 To allow a co-ordinated approach, the parties agree to communicate with each other when preparing a media release that touches on each other's work.
- 3.3 The parties also agree to communicate with each other when preparing submissions to government on proposed legislation where it is in the interests of both parties to be aware. Where the parties' interests align, this may be noted in submissions.
- 3.4 Independence sits at the heart of FSCL's and FinCap's roles and both parties acknowledge that there will be occasions where, to protect that independence, information sharing is not appropriate.
- 3.5 If a party has a concern about the actions or operations of the other party, the party will raise that concern with the other party in the first instance and attempt to resolve it. The parties acknowledge that there may be occasions where it is appropriate to raise a concern with an outside agency.



## **4. MEETINGS**

- 4.1 The parties will meet six-monthly to discuss current trends, share general data, and keep each other informed of the issues they are seeing, including issues that financial mentors may be having with a particular FSCL scheme participant or group of participants. It is expected that the Chief Executive Officers of FSCL and FinCap will meet at least once a year.
- 4.2 FSCL is interested to hear from FinCap about how to make their services easier to use for financial mentors and consumers generally. As far as practical, FSCL will take steps to implement any recommended changes.

## **5. REFERRALS**

- 5.1 FinCap will encourage financial mentors to refer complaints about FSCL scheme participants to FSCL.
- 5.2 FSCL will, where a person has indicated they are suffering financial difficulty, refer that person to FinCap's MoneyTalks programme, providing the person with the relevant contact details and a brief explanation of what to expect.

## **6. LEARNING FROM EACH OTHER**

- 6.1 FSCL will provide input to develop and, at times deliver, financial mentors' professional development and understanding of access to justice through financial dispute resolution providers. FSCL will offer FinCap with training for financial mentors, at least once a year in:
- specialist subject areas, for example irresponsible lending complaints
  - how to make a complaint
  - how the dispute resolution services work.
- 6.2 FinCap will help FSCL to approach vulnerable and difficult to reach communities.

## **7. CONTACT PEOPLE**

- 7.1 The parties will share the contact details of key people to improve the flow of information.
- 7.2 When a key person leaves a party, the parties agreed to provide updated contact details as soon as practical.

## **8. CONFIDENTIALITY**

- 8.1 For the purposes of this Memorandum "Confidential Information" includes all information relating to any relevant or applicable engagement between the parties under this Memorandum and all information provided under this Memorandum unless:
- the information is already in the public domain
  - was already in the relevant party's possession before disclosure
  - is disclosed to the relevant party by a third party who has no confidentiality obligation with respect to that information.
- 8.2 Each party agrees:
- to keep confidential all Confidential Information; and
  - to use the Confidential Information solely for the purpose of performing their function.



- 8.3 The parties will abide by all relevant privacy obligations and legislation and not disclose any personal information which they are not permitted to disclose to the other party.
- 8.4 Nothing in this Memorandum will prevent a party disclosing information that they are required to disclose by law. Where either party is required by law to disclose information obtained under this Memorandum, the disclosing party will notify the other party in writing as soon as practical.

## **9. LEGAL NATURE OF THE MEMORANDUM**

- 9.1 This Memorandum is intended to facilitate the relationship between FinCap and FSCL in the performance of their respective functions and is not intended to create legally enforceable rights or obligations.

## **10. DISPUTES**

- 10.1 Where there is a disagreement over any matter related to the Memorandum, the matter will be referred to the Chief Executive Officers of each party for discussion and resolution.

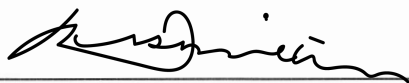
## **11. TERM AND REVIEW**

- 11.1 This Memorandum will remain in force unless and until:
- the parties agree to terminate the agreement
  - one party gives at least 6 months' written notice to the other party of an intention to terminate.
- 11.2 On termination of the Memorandum, the parties will meet, as soon as practical, to discuss and agree how any joint initiatives or protocols developed under the Memorandum will be terminated.

## **12. EXECUTION**

Dated:

Signed for and on behalf of FinCap:



Ruth Smithers  
Chief Executive

Dated: 1 February 2022

Signed for and on behalf of FSCL:



Susan Taylor  
Chief Executive Officer