

# NSW TOLLWAY OMBUDSMAN SCHEME CHARTER

## 1. INTRODUCTION

- 1.1. The Scheme comprises two framework documents: the NSW Tollway Ombudsman Constitution and this Charter.
- 1.2. The Scheme is administered by the NSW Tollway Ombudsman Ltd (**NTOL**), a not for profit independent body limited by guarantee established by the Constitution.
- 1.3. The Ombudsman is an independent person appointed in accordance with the Constitution and authorised by NTOL to receive and consider Complaints, undertake investigative processes, and administer Complaint resolution in accordance with the Scheme as set out in this Charter.

## 2. PURPOSES OF THE CHARTER

- 2.1. The purposes of this Charter are to provide for:
  - (a) the Complaint resolution processes for Customers;
  - (b) the functions of NTOL and the Ombudsman in dealing with those Complaints; and
  - (c) any other functions of NTOL and the Ombudsman not set out in the Act or the Constitution provided that NTOL and the Ombudsman are permitted to carry out those functions by the Act or the Constitution as applicable.

## 3. LEGISLATIVE BASIS OF THE CHARTER

- 3.1. This Charter forms part of the Scheme approved by the Minister under section 261A(1) of the Act.
- 3.2. If there is any inconsistency between this Charter and the Act, the Act will prevail.

## 4. OBJECTIVES OF THE SCHEME AND CHARTER

- 4.1. The objectives mirror the relevant matters set out in section 261A(3) of the Act.
- 4.2. The objectives of the Scheme are to:

- (a) provide a scheme that has satisfactory arrangements in place to deal with disputes and complaints between Members and Customers;
- (b) ensure that the Ombudsman will be able to operate independently of Members in exercising functions under the Scheme;
- (c) ensure that the Scheme will be accessible to Customers;
- (d) ensure the Scheme will operate expeditiously and without cost to Customers and other persons prescribed by the regulations;
- (e) allow Customers to choose whether or not they wish to be bound by determinations under the Scheme;
- (f) ensure the Scheme will satisfy best practice benchmarks for schemes of a similar kind, both in terms of its Constitution and procedure and in terms of its day-to-day operations;
- (g) provide for a monetary limit on claims covered by the Scheme of an amount or amounts approved by the Minister;
- (h) ensure that the Scheme will maintain the capacity of the Ombudsman, where appropriate, to refer disputes or complaints to other forums;
- (i) ensure that the Scheme will require the Ombudsman to inform the Minister of substantial breaches of the Act or another Act or law covered by the Scheme; and
- (j) other objectives prescribed by the regulations.

4.3. The Ombudsman, employees of NTOL and NTOL must exercise any functions, powers and discretions conferred by this Charter or the Constitution, or any applicable legislation or regulations, in a manner consistent with the above objectives.

## 5. DEFINITIONS

In this Charter, the following expressions have the following meanings where they appear in this Charter:

**Act** means the *Roads Act 1993* (NSW).

**Applicant** means a Customer who lodges a Complaint under the terms of this Charter in accordance with the Complaint processes of NTOL.

**Binding Determination** means a Draft Determination made in accordance with this Charter, that has been accepted as binding by an Applicant in accordance with clause 16. A Binding Determination is a decision or determination of the Ombudsman for the purposes of section 261A(6) of the Act.

**Board** means the Board of NTOL established under the Constitution.

**Charter** means this Charter, as amended from time to time in accordance with the Constitution, being a component of the Scheme approved by Ministerial order under section 261A of the Act.

**Complaint** means an expression of dissatisfaction, or a dispute, about specific tolling related services or products a Customer uses, has used or has received, that are provided by a Member to the Customer in relation to:

- (a) a journey by the Customer on a tollway or toll road within NSW which is operated by the Member; or
- (b) tolling and related services which are provided by the Member,

with the exception of those matters excluded by clause 9 of this Charter. Any such expression of dissatisfaction or dispute by a Customer in relation to a series of events stemming from a common cause or closely related in time is to be treated as a single Complaint.

**Constitution** means the Constitution of NTOL approved by the Minister under section 261A of the Act and as amended from time to time in accordance with the Act, the Constitution and the *Corporations Act 2001* (Cth).

**Customer** means a tollway or toll road customer that uses, or has used, tolling products or services provided by a Member.

**Day** means business day.

**Draft Determination** means a decision made by the Ombudsman that proposes to resolve an Applicant's Complaint in accordance with clause 16 of this Charter, but that has not been accepted by the Applicant (whether before or after the expiry date for acceptance), A Draft Determination is not a decision or determination of the Ombudsman for the purposes of section 261A(6) of the Act.

**Infringement Notice** means a statutory penalty notice issued by a regulatory agency in respect of an alleged offence (for example, a penalty notice issued for a speeding offence or for an offence of failing to pay a toll for travel on a tollway or toll road).

**Member** means a Toll Operator, an entity that is otherwise a member pursuant to section 261A of the Act, or any other entity, including a Toll Service Provider, that has signed or acceded to a Membership Agreement.

**Membership Agreement** has the meaning given in the Constitution.

**Minister** means the Minister administering Part 15A of the Act.

**Monetary Limit** means the maximum monetary amount or value that the Ombudsman may award to an Applicant under a Draft or Binding Determination to resolve a Complaint against a Member as prescribed in clause 16.8, as approved from time to time by the Minister under section 261A(3)(g) of the Act.

**Ombudsman** means the NSW Tollway Ombudsman appointed in accordance with the Constitution, in satisfaction of section 261A(2) of the Act.

**NTOL** means NSW Tollway Ombudsman Limited established under the Constitution.

**Scheme** means the NSW Tollway Ombudsman Scheme approved by the Minister under section 261A of the Act by order published in the Government Gazette, as amended from time to time. The Scheme includes this Charter and the Constitution.

**Toll Operator** means a 'toll operator' as defined from time to time in the Dictionary to the Act.

**Toll Service Provider** means a 'toll service provider' as defined from time to time in section 3 of the *Transport Administration Act 1988* (NSW).

## **6. THE NSW TOLLWAY OMBUDSMAN**

- 6.1. NTOL must appoint a person as the Ombudsman in accordance with the Constitution.
- 6.2. The Ombudsman may only be removed from office in accordance with the Constitution.
- 6.3. NTOL authorises the Ombudsman to exercise all of the functions, discretions and powers of NTOL conferred in this Charter.
- 6.4. NTOL authorises the Ombudsman to delegate any of NTOL's functions, discretions and powers to any employee of NTOL, except the power to make a Draft or Binding Determination in clause 16 or the reporting powers and functions set out in clause 18.

## **7. DUTY TO ACT FAIRLY AND IMPARTIALLY**

- 7.1. In administering the Scheme and exercising any of the functions, powers and discretions conferred by this Charter, NTOL, the Ombudsman and any employee of NTOL must act impartially and fairly.
- 7.2. The Ombudsman and NTOL employees must be independent of any Member and must at all times comply with NTOL's policies concerning probity, conflict of interest and code of conduct.

## **8. JURISDICTION AND FUNCTIONS OF NTOL**

- 8.1. NTOL has the functions conferred by this Charter, the Constitution and the Act.
- 8.2. For the purpose of carrying out its functions, NTOL may implement policies and procedures consistent with the terms of the Charter. Such documents will be published on its website.
- 8.3. NTOL has jurisdiction to accept and deal with unresolved Complaints by Customers against Members that have not been resolved to a Customer's satisfaction. NTOL will only accept a Complaint where a Customer has first attempted to resolve it directly with the relevant Member. NTOL may assist Customers to determine the appropriate Member that the Customer should direct a Complaint to in the first instance.
- 8.4. NTOL may deem a Complaint as unresolved if in its opinion there has been an unreasonable delay by a Member in dealing with the Complaint or in making a decision about the Complaint. An unreasonable delay is one where the

Complaint remains unresolved more than 60 Days after the Complaint has first been made by the Customer to the Member.

- 8.5. NTOL may, at its discretion, and where it considers it appropriate to do so, refer a Complaint to an alternative independent or statutory complaint or conciliation forum. In such a case, it must first inform the Applicant and Member of the proposed referral and the reasons for it. The Applicant may either accept the referral or withdraw the Complaint.
- 8.6. A Complaint may be lodged with NTOL relating to facts or circumstances that occurred before the commencement of this Scheme, provided that the Complaint is lodged inside the time period referred to in clause 9.1(i) and the matter is not otherwise excluded by the terms of this Charter or the policies and procedures of NTOL.
- 8.7. The substance of a Complaint must relate to the Customer's use of a tollway or toll road, tolling service or product on a specific occasion or occasions, and not be of a general nature.

## **9. EXCLUDED COMPLAINTS**

- 9.1. If in the opinion of the Ombudsman or NTOL, a Complaint or part of a Complaint, falls within one or more of the following categories, the Complaint (or the relevant part of it) will not be considered by the Ombudsman or NTOL:
  - (a) an Infringement Notice or fine issued by a relevant government authority or authorised officer relating to travel on a tollway or toll road;
  - (b) matters relating to proceedings before a court, tribunal, mediator, arbitrator, government ombudsman or any other body involved in dispute resolution, or relating to a decision made by such a body;
  - (c) where the Applicant has commenced proceedings before a court, tribunal, mediator, arbitrator, government ombudsman or any other body involved in dispute resolution, unless those proceedings have been discontinued by the Applicant;
  - (d) where the Applicant's Complaint is substantially the same as a previous Complaint made by the Applicant that has been determined, rejected or otherwise dealt with by NTOL, the Ombudsman or the industry based Tolling Customer Ombudsman, or has been otherwise resolved between the Applicant and a Member;
  - (e) a Complaint that NTOL or the Ombudsman, in their discretion, considers to be frivolous, vexatious, lacking in substance, not made in good faith or otherwise not warranting investigation;
  - (f) a Complaint about the level of tolls, fees, or charges set for travel on a tollway or toll road, except where these have been applied incorrectly by the Member;

- (g) a Complaint about the classification of vehicle types, except where a toll, fee or charge has been applied incorrectly by the Member to the Applicant's vehicle;
- (h) a Complaint about government policies and procedures, decisions, laws and other such matters relating to tollways and toll roads, and
- (i) where the facts or circumstances giving rise to the Complaint occurred more than 24 months before the Complaint was lodged with NTOL. However, if NTOL at its absolute discretion considers that exceptional circumstances apply, it may accept a Complaint outside this time period, but not where the facts or circumstances giving rise to the Complaint occurred more than 6 years before the Complaint was lodged with NTOL.

## **10. DETERMINING JURISDICTION**

- 10.1. The decision as to whether a Complaint falls within the jurisdiction of the Scheme or is an excluded Complaint is at the absolute discretion of NTOL provided that such discretion is exercised in a manner consistent with the Act, this Charter and the Constitution.
- 10.2. If NTOL decides not to accept a Complaint because it does not fall within its jurisdiction or is otherwise excluded, it must inform the Applicant of the reasons for its decision within 21 Days of making that determination.
- 10.3. An Applicant may lodge an objection against a decision to not investigate a Complaint within 14 Days of receiving the notice of determination.
- 10.4. NTOL must review and respond to the objection within 28 Days following receipt of the objection. NTOL's review of the decision is at its absolute discretion and is final.
- 10.5. A decision of the type described in clauses 10.1 to 10.4 is not a decision or determination of the Ombudsman for the purposes of section 261A(6) of the Act.

## **11. LODGING A COMPLAINT**

- 11.1. A Customer may lodge a written Complaint with NTOL in accordance with NTOL's published policies and procedures, setting out sufficient details of the substance of the Complaint. NTOL will acknowledge lodgement of the Complaint within 2 Days. Acknowledgement of lodgement does not mean NTOL has determined to investigate the Complaint or otherwise accepted that the Complaint falls within its jurisdiction.
- 11.2. An Applicant is not liable to pay any fee or charge to NTOL or a Member in respect of a Complaint. Neither NTOL nor a Member can require an Applicant to pay any of their costs in respect of dealing with a Complaint.
- 11.3. The Complaint will be dealt with by NTOL in accordance with the Scheme and any policies and procedures published by NTOL on its website from time to time.

- 11.4. NTOL may accept the Complaint, request further information from the Applicant reasonably necessary to investigate and resolve the matter, or reject the Complaint. If the Applicant does not respond to a reasonable request for further information within a reasonable timeframe, NTOL may discontinue investigating the Complaint and notify the Applicant accordingly.

## **12. INVESTIGATING A COMPLAINT**

- 12.1. NTOL must inform the relevant Member about the substance of the Complaint and may request information and documents that are reasonably necessary to resolve the matter, together with a response from the Member to the Complaint.
- 12.2. The Member must provide its initial response to NTOL within 10 Days of being requested in writing to respond unless it has received an extension from NTOL. If a Member does not respond to a reasonable request for a response or information without a reasonable excuse, the Ombudsman may proceed to determine the Complaint, including by drawing any inference they consider appropriate about the failure to comply with the request.
- 12.3. NTOL must provide the Member's response, if any, to the Applicant and afford the Applicant an opportunity to respond to matters raised by the Member, and provide any further information, in writing. NTOL must provide the Applicant's response, if any, to the Member promptly following receipt. Following receipt of the Applicant's response by the Member, the Member may provide a further written response within 10 Days, unless it has received an extension from NTOL. If the Member does not provide a response within 10 Days (or any extension period), the Ombudsman may proceed to determine the Complaint based on the facts before them, but without drawing any further inference about the Member's failure to provide a further response.
- 12.4. NTOL may at its discretion make its own enquiries and take such other steps as in its opinion are fair and reasonable in the circumstances to investigate the Complaint.
- 12.5. Following its initial investigation of the Complaint, NTOL may determine that the matter does not warrant further investigation or resolution, in which case NTOL must inform the Applicant of the reasons for this decision, and inform the Member that the Complaint is not proceeding.
- 12.6. If NTOL considers that the Complaint merits further investigation or resolution between the parties, it will proceed with the resolution processes in clause 14.

## **13. PRIVACY AND CONFIDENTIALITY**

- 13.1. The Ombudsman, NTOL and its employees must not disclose to any person any information about a Complaint that would make it possible to identify the Applicant, or any other information or matter of a confidential nature, except:
  - (a) with the consent of the Applicant, or

- (b) where it is necessary to carry out its role under this Charter (provided that the identity of an Applicant is not disclosed in any public report), or
- (c) where it is necessary for the investigation or resolution of a Complaint, or
- (d) as required or permitted by law, including as reasonably required in connection with legal proceedings involving NTOL, its employees or contractors, or the Ombudsman.

## **14. RESOLUTION PROCESSES**

- 14.1. NTOL may in its discretion decide the method to be used to resolve a Complaint. This may include, but is not restricted to, negotiation, conciliation, mediation, deciding that the Complaint does not warrant further investigation, or making a Draft Determination (which may, if accepted by an Applicant, become a Binding Determination) about the Complaint.
- 14.2. In determining the resolution method to be used, NTOL must consider the relevant circumstances of the Applicant and the Member, and in particular, whether the Applicant or the Member would suffer any unfairness due to the method selected. Regardless of the method chosen, NTOL must afford procedural fairness to both the Applicant and the Member. Strict formalities, including rules of evidence and formal hearings, must be avoided wherever possible.
- 14.3. In conducting negotiations, mediation or conciliation, unless NTOL considers exceptional circumstances apply, advocacy by lawyers on behalf of parties is to be avoided wherever possible and may only take place with the prior approval of NTOL. An Applicant may, however, be assisted by a support person (provided that support person is not a lawyer). Even where exceptional circumstances apply, a Member may only engage a lawyer as an advocate if the Applicant also has a lawyer as an advocate.
- 14.4. All positions, arguments, documents and information shared or produced by or on behalf of any person during the course of a Complaint, is shared or produced on a 'without prejudice' basis and cannot be used in any other process, including court or other dispute resolution proceedings, outside of the NTOL Complaint resolution process.

## **15. RESOLVING THE COMPLAINT**

- 15.1. A Complaint may be resolved by:
  - (a) the Applicant withdrawing the Complaint;
  - (b) the Ombudsman or NTOL determining no further investigation or resolution is merited (in which case the Applicant must be informed of the reasons for this decision);
  - (c) an agreement between the Applicant and the Member; or
  - (d) the Ombudsman making a Draft Determination (which may, if accepted by an Applicant, become a Binding Determination) in accordance with clause

16.

- 15.2. Where practicable, the Ombudsman and NTOL should encourage the parties to resolve a Complaint by agreement.

## **16. DETERMINATIONS AND REMEDIES**

- 16.1. In making a Draft Determination (whether or not intended to become a Binding Determination if accepted by the Applicant), the Ombudsman will consider what in their opinion is fair and reasonable in all the circumstances, having regard to:
- (a) relevant legal principles and law (except for rules of evidence), including applicable rules of natural justice, concerning the Complaint resolution process;
  - (b) the relevant personal circumstances of the Applicant;
  - (c) the background history of the Complaint prior to NTOL's involvement, including the conduct of the Applicant and the Member;
  - (d) good industry practice;
  - (e) consistency with prior Draft and Binding Determinations (although the Ombudsman is not bound by these);
  - (f) the terms of this Charter, and any policies and procedures of NTOL; and
  - (g) any other matter the Ombudsman in their opinion considers relevant.
- 16.2. If the Ombudsman makes a Draft Determination, they must issue the Applicant and the Member with the written reasons and findings of the Draft Determination, including whether the Ombudsman intends it to be binding (if accepted by the Applicant) or non-binding, and any actions required of the Member if the Draft Determination becomes binding.
- 16.3. Where the Ombudsman issues a Draft Determination intended to be binding if accepted by the Applicant, the Applicant may, within 20 Days of receiving such Draft Determination notify NTOL in writing that they accept the Draft Determination as being binding. The Applicant's acceptance must be in the form prescribed by NTOL and acknowledge that the Draft Determination will only become a Binding Determination on the basis of a full release by the Applicant of the Member or Members associated with the matter.
- 16.4. If the Applicant does not notify acceptance of a Draft Determination which the Ombudsman intended (if accepted by the Applicant) to become a Binding Determination within 20 Days from the date they receive it, the Draft Determination remains non-binding. An acceptance received outside of the 20 Day period by NTOL will be invalid unless the Ombudsman determines that the Applicant has provided satisfactory evidence of reasonable circumstances that caused the delay (for example, illness of the Applicant) and has sought and considered any views of the Member.

- 16.5. Where an Applicant has not accepted a Draft Determination (which the Ombudsman intended to be binding if accepted by the Applicant), and the date for acceptance has expired, NTOL may refer the Draft Determination to the Member and the Applicant as a recommendation to resolve the Complaint. A Draft Determination, or recommendation made under this clause, is not a decision or determination for the purposes of section 261A(6) of the Act.
- 16.6. A Draft Determination made in accordance with this Charter and in respect of which the Applicant has notified acceptance in accordance with clause 16.3, or which the Ombudsman has allowed to be accepted by the Applicant in accordance with clause 16.4, becomes a Binding Determination. The Member is bound by the Binding Determination and must comply with any remedies and actions set out in it. A Binding Determination is a decision or determination for the purposes of section 261A(6) of the Act.
- 16.7. The remedies awarded in a Draft Determination or Binding Determination may only comprise one or more of the following:
- (a) an award of monetary compensation (whether by the making of a payment and/or the forgiveness of a debt) by the Member in accordance with clause 16.8;
  - (b) repayment or waiver of incorrectly charged or calculated tolls, charges or fees by reference to the correct level of tolls, charges or fees a Member is or was, at the relevant time, permitted to charge by law or pursuant to a relevant contract;
  - (c) an apology by the Member;
  - (d) the Member taking an administrative action, or refraining from taking an administrative action (not involving the payment of money, the forgiveness of a debt or the commencement or discontinuance of legal proceedings); or
  - (e) amending records to correct an error or to delete an incorrect record.
- 16.8. Monetary compensation (by the making of a payment and/or the forgiveness of a debt) may only be awarded pursuant to clause 16.7(a) in a Draft Determination or Binding Determination in circumstances where there has been fault or a failure on the part of the Member or its agent in relation to the services or products provided by the Member to the Applicant and, in such a case, only in respect of one or more of the following, which in aggregate must not exceed the amount or value of the Monetary Limit:
- (a) direct loss or damage incurred or suffered by the Applicant by reason of the services or products provided by the Member;
  - (b) any costs reasonably (as determined by the Ombudsman) incurred by the Applicant in bringing the Complaint;

- (c) where appropriate, a payment to recognise inconvenience or distress suffered by, or impacting upon, the Applicant in bringing the Complaint itself, including making the initial complaint, against the Member; and/or
  - (d) forgiveness of a debt owed by the Applicant to the Member.
- 16.9. The Monetary Limit is \$5,000.
- 16.10. With the exception of the matters set out in clause 16.8(c), no compensation can be awarded in a Draft Determination or Binding Determination in respect of any indirect loss or damage, including consequential loss or economic loss, or in the nature of punitive damages.
- 16.11. No action or remedy in a Draft Determination or Binding Determination may require a Member to do anything that would put the Member in breach of:
- (a) the applicable terms and conditions relating to use of the tollway or toll road;
  - (b) its concession deed or project deed or other contractual agreements with the relevant government agency or agencies relating to the tollway or toll road; or
  - (c) any laws.
- 16.12. A Member must promptly comply with the terms of a Binding Determination once it has become binding.
- 16.13. A Binding Determination made in accordance with this Charter is final, and cannot be reviewed or appealed in any form, to any other person, court, tribunal, statutory complaints authority, or other body. This clause does not prevent an Applicant's right to commence legal proceedings as described in clause 16.14 in relation to a Draft Determination, a Member's right to commence legal proceedings as described in clause 16.15 or the right of either party to lodge a complaint under clause 18.1.
- 16.14. NTOL and Members recognise that Applicants may have a right to commence legal proceedings against a Member in respect of the matters that have given rise to the Complaint, at any time before or during the Complaint Process, or after a Draft Determination is made where it has not become binding. In the case of a Complaint that has not been determined or the Draft Determination of the Complaint has not become binding, if such proceedings are commenced, either clause 9.1(c) applies and the Complaint (including any Draft Determination) cannot proceed, or the Applicant cannot accept the Draft Determination as binding, unless those proceedings are discontinued.
- 16.15. A Member will not commence legal proceedings against an Applicant concerning the substance of any matter giving rise to the Complaint while a Complaint is being dealt with by NTOL, unless the Member reasonably considers it necessary to do so in order to avoid being time-barred or otherwise excluded from being able to preserve its rights against an Applicant. This clause does not prohibit a

Member from maintaining proceedings which it has already commenced against an Applicant prior to it being notified of the Applicant's Complaint to NTOL.

## **17. EDUCATION AND PUBLIC ACCESSIBILITY**

- 17.1. In order to facilitate public awareness of the Scheme, including the right for Customers to access the Scheme, NTOL will maintain a public website that includes accessible information concerning the Scheme, how to lodge Complaints, information about processes and relevant forms, Customer rights, Scheme policy documents and contact details.
- 17.2. NTOL may also undertake community and Member liaison and educational initiatives with the aim of avoiding or reducing the incidence of Complaints.

## **18. ACCOUNTABILITY, REPORTING AND IDENTIFYING SYSTEMIC ISSUES**

- 18.1. A Customer or Member may make a complaint about interactions with, or services provided to them by, NTOL, including complaints about the Complaint handling and determination process, the Ombudsman or staff conduct. Complaints about NTOL and its staff should be sent to the Ombudsman. Complaints about the conduct of the Ombudsman should be directed to the Chair of the Board of NTOL. The Ombudsman or Board, as appropriate, must consider the issues raised by a complaint, including whether any action should be taken to address the issues. The handling and resolution of the complaint must be carried out in accordance with any policies and procedures of NTOL, this Charter and the Constitution. The Ombudsman or Board may reject a complaint they consider frivolous or vexatious. The Ombudsman or Board will provide a response to the complainant within 20 Days.
- 18.2. The Ombudsman must inform the Minister and Board when they become aware of any substantial breaches of the Act or any other law that directly relates to any matter that falls within the Scheme.
- 18.3. If the Ombudsman identifies a possible systemic issue, whether relating to a specific Complaint or otherwise, they must notify the relevant Member(s) and:
  - (a) request the Member(s) to take steps to address the issue, and/or
  - (b) require the Member(s) to provide a written response to the issue.

If the Ombudsman is then satisfied that a systemic issue exists, the Ombudsman must report the identified systemic issue to the Minister and to the Board. The report may include any response provided, or action taken, by the Member(s).

A "systemic issue" is an issue that in the opinion of the Ombudsman may affect a significant number or particular category of Customers, or in the Ombudsman's opinion involves a significant financial amount across multiple Customers.

- 18.4. If requested by the Ombudsman in writing on reasonable notice, and to the extent permitted by law, a Member must provide reports to the Ombudsman on the Member's progress in dealing with a systemic issue. If after a period of 3 months following receipt of the first such notice the Member has not resolved, or is unable to resolve, the systemic issue to the Ombudsman's satisfaction, the Ombudsman may escalate the issue to the attention of the Board and such government agencies as the Board determines, and provide a further report to the Minister.
- 18.5. The Ombudsman must provide an annual report of their activities to the Minister and Board of NTOL. The annual report must include matters such as relevant statistics of Complaints received and dealt with, how the Scheme is meeting its objectives including industry benchmarks, any substantial breaches of the Act or another act or law covered by the Scheme, any identified systemic issues, and financial statements.
- 18.6. NTOL must facilitate a bi-annual meeting with Members to:
- (a) provide advice, if any, on improvements to Members' internal complaint handling processes; and
  - (b) discuss any other matters arising from Complaints that may have wider implications than just a single Member.
- Such meetings must not breach any of the privacy provisions under this Charter.
- 18.7. The Board must facilitate an independent review of the administration of the Scheme at least once every 5 years, or sooner if the Board requires it. The review must include consultation with all stakeholders, including Members and relevant government agencies, and allow for public submissions.
- 18.8. Among other matters, the independent review must include a review of the Complaints investigation and resolution process, whether funding is appropriate and the effectiveness and suitability of governance arrangements.