

THIS COMPLAINT RE LIFE & TPD INSURANCE COVER UNDER A SUPERANNUATION POLICY WAS SENT TO [REDACTED] – part of the [REDACTED], on 4 Oct 2018 : its receipt has been acknowledged

to complaints, bcc: [REDACTED]

[REDACTED]
In the period end 2005 to early 2015 I was employed by the [REDACTED] at the level of [REDACTED] on a CASUAL basis

You were the superannuation provider

In June 2015 I left your fund and rolled over my super - an amount of \$11455.59

Whilst with your fund I had death and TPD cover - I think for an amount of \$20000

Before I ended my employment with [REDACTED] you wrote to me and advised that my insurance cover had been terminated

When I enquired as to the reason I recall being advised that I had failed to meet the '60 day rule'

I understood this to mean that to enjoy such insurance cover one needed, as a Casual, to work for periods of employment where the gap between job assignments was not greater than 60 days

The [REDACTED] never ever guaranteed me Casual employment that would obviate the 60 day rule

In fact, over the 9 or so years of ongoing Casual employment there were many times when the rule was not satisfied yet premiums were paid to you

In the light of the Royal Commission into financial institutions I am raising with you the following concerns:

- 1 The policy provided me was not 'fit for purpose' in that if I made a claim on the policy you would have denied it given the frequency of breach of the 60 day rule
- 2 You took insurance premium payments from me even though you knew or should have reasonably known that a payout on the policy would have been denied
- 3 I have no recollection or any evidence of having the 60 day rule brought to my attention or of ever being advised by you that my employment arrangements and history of intermittent work indicated that the policy to which I was attached was entirely unsuited to my circumstances - you had a duty of care in that respect
- 4 All in all your ongoing acceptance of premiums, in such circumstances was either unconscionable or incompetent
- 5 You had an obligation to inform me that the policy was entirely inappropriate and further that all premiums collected should have been refunded yet you continued to accept premiums through years 2007 to 2015 inclusive

Please advise of your intentions re this matter

thank you

[REDACTED]
[REDACTED]

