

ANNEXURE 2 | Identified instances

Entry	Entity	Conduct	Resolution
1.	ClearView Financial Advice Pty Limited	On 4 January 2012, a Customer made a complaint in relation to a superannuation contribution made on 14 September 2007, which resulted in an excess contributions tax liability. On 18 December 2013, the complaint was referred to FOS.	Customer remediated on 27 June 2014, through a Deed of Release which included a payment of \$38,000 to the Customer.
2.	ClearView Financial Advice Pty Limited	On 29 April 2013, a Customer made a complaint stating that the Adviser failed to exercise share options.	Customer remediated on 27 June 2014, by payment to the Customer of \$2,184.84.
3.	ClearView Financial Advice Pty Limited	On 26 September 2013, a Customer lodged a complaint directly to FOS relating to the performance of their pension funds following on from the advice provided by an AR in April 2007.	On 24 March 2014, FOS found that the Adviser had not breached their duties and therefore CFA did not owe the Customer any compensation. All parties accepted the decision and the matter was closed.
4.	ClearView Financial Advice Pty Limited	On 19 November 2013, a licensed CFA Adviser notified ClearView of a failure to implement the financial advice he provided, which resulted in the missed earnings for the Customer. The original advice occurred under the Adviser's previous licensee. Although the original advice was implemented under a previous license, it was agreed that both licensees shared responsibility.	Customer remediated on 8 October 2014, through payment of \$96,475.90.
5.	ClearView Financial Advice Pty Limited	On 16 January 2014, CFA received a s33 Notice to Produce in relation to four ARs for ASIC Report 413. On 23 December 2014, ASIC provided the outcome of the file review to CFA. Out of the 40 files reviewed, ASIC communicated that seven failed the review and that there were concerns about four areas of advice (lack of needs analysis, level premiums, percentage of superannuation used to fund premiums and replaced product advice). ASIC also raised concerns in relation to the advice model of one AR (addressed further at Entry 12), which required the provision of a further ten files. Following a review by CFA, ASIC notified it on 13 August 2015 that it was confident with the remediation of the four ARs and that a further methodology should be developed for a wider review of the licensee. Discussions regarding this review took place between August 2015 and 22 December 2015. During the program two s912D <i>Corporations Act</i> notices were provided by CFA to ASIC. The first, issued on 15 July 2016, detailed a systemic lack of needs analysis for two of the ARs. The second, issued on 31 August 2017, related to a lack of needs analysis across the CFA license.	The Advice Review and Remediation Program commenced in early 2016, with Deloitte providing external independent oversight. The Program was amended to focus on the lack of needs analysis issue in November 2017. A total of 4,000 files are to be reviewed under the Program. Out of the 2,997 files reviewed to date, 211 have been identified as compensation cases, with compensation assessed on 110 files to date (a total of \$441,501).
6.	ClearView Financial Advice Pty Limited	On 3 March 2014, a Customer made a complaint regarding their financial planner and advice fees.	Customer remediated on 8 April 2014, through a payment of \$308.97 to the Customer.
7.	ClearView Financial Advice Pty Limited	On 3 June 2014, a Customer contacted CFA in relation to funds that were to be transferred into their ClearView superannuation account on 28 April 2014, but did not occur until 15 May 2014. CFA identified that the delay in transfer into the Customer's funds was caused by the use of an incorrect transfer code	Customer remediated on 10 June 2014, through a payment of \$487.01 to the Customer.
8.	ClearView Financial Advice Pty Limited	On 14 July 2014, a Customer complained to CFA regarding an AR, the cancellation of their policy and the subsequent premiums charged. The matter was referred to FOS.	Customer remediated through a payment of \$17,169.22.
9.	ClearView Financial Advice Pty Limited	On 10 October 2014, a Customer made a complaint about the level of service their Adviser provided and the services fees charged.	Customer remediated on 8 April 2014, through a payment of \$311.
10.	ClearView Financial Advice Pty Limited	In January 2015, an Insurer notified CFA that it had concerns in relation to an Adviser because of high lapse rates of their policies. As a result, CFA undertook a review and remediation program of all of the Advisers files for the previous 12 months.	A remediation plan was commenced. All files that had advice provided over the preceding 12 months were reviewed. No compensation was identified as payable as a result of this review.

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		On 16 September 2015, ASIC issued a s33 Notice to Produce requesting a review of the Adviser's files. CFA also reviewed 18 of the Adviser's files and identified product placement issues.	No further action has been taken by ASIC.
11.	ClearView Financial Advice Pty Limited	On 8 January 2015, a Customer's account was identified during a review as not being correctly invested as intended (not linked to the required IPS Model) from November 2013 (the time when the Adviser's office moved the Customer's account from Active Balanced to the Active Growth IPS Model). A further two Customer's had a similar issue. On 11 June 2015, a full review of all accounts was undertaken to determine if there were any other affected Customers.	Customer remediated. A total of \$103,768.01 was reimbursed to 13 Customers across 7 Advisers. This was completed by 25 June 2016.
12.	ClearView Financial Advice Pty Limited	As part of the review referred to in Entry 5, on 22 January 2015, ASIC issued a s33 Notice to Produce to provide ten more files in relation to the AR. As part of the review, ASIC arranged to speak to the AR directly and in October 2015, ASIC advised that it would be prepared to enter into an EU for the AR. The EU was entered into between the AR, the AR's company and ASIC on 6 January 2015 for a period of 12 months. CFA agreed to be the supervising licensee. On 25 October 2016, CFA notified ASIC of reportable breaches regarding 130 files which had incorrectly witnessed binding death nominations.	The remediation for Customers of the AR are addressed at Entry 5. The AR and their staff were provided with additional training, and each piece of advice provided during the EU period was vetted before it was issued to a Customer. An update on 2 December 2016 saw an increase in the number of incorrectly witnessed binding death nominations to 151 files. These files were remediated by the AR's office. ASIC provided a finalisation report of the EU dated 11 April 2017. The AR is no longer in the industry.
13.	ClearView Financial Advice Pty Limited Matrix Planning Solutions Limited (acquired 10 October 2014)	On 11 February 2015, a number of reports were made to ASIC regarding a technical breach under s962S of the <i>Corporations Act</i> , following the disallowance of the Streamlining Regulation (via a Senate motion passed on 19 November 2014). This disallowance resulted in the obligation to provide an FDS to pre-1 July 2013 clients (Old Clients) being reinstated (ASIC Refs 4913/15, 4912/15). In reliance on ASIC's 'no action' statement of 20 December 2013 and the subsequent Streamlining Regulation, CFA and MPS ARs had stopped providing FDS' to Old Clients.	On 25 February 2015, ASIC advised that it would not make any further inquiries in relation to the reportable event.
14.	ClearView Financial Advice Pty Limited	On 19 February 2015, a Customer made a complaint regarding the premium payable and information provided on the policy. The complaint was investigated and discovered the Adviser had recorded the Customer's DOB incorrectly.	Customer remediated on 8 July 2015, through a payment of \$234.10.
15.	ClearView Financial Advice Pty Limited	On 5 March 2015, a Customer made a complaint about a policy that they had taken out in September 2014. On 4 September 2014, the Customer made a claim on the policy but was told that they were ineligible to claim under the policy due to matters concerning their mental capacity.	Customer remediated on 24 March 2015, through a payment of \$237.60.
16.	ClearView Financial Advice Pty Limited	On 5 March 2015, CFA notified a reportable breach to ASIC. The potential breach related to the retention of TFN details without client authority, where one of the fact finds did not contain client consent for the retention of TFNs on adviser client files. The client's provision of their TFN details in the circumstances implies consent but formal consent was not recorded. On 5 March 2015, CFA advised ASIC of a non-reportable breach where FDS were not provided for post 1 July 2013 clients under s962S of the <i>Corporations Act</i> . The breach was identified as part of normal Practice Development Manager supervision, and four adviser practices (limited to approx. 20-30 clients) were identified as having breached. On 5 March 2015, CFA advised ASIC of a non-reportable breach where CFA was unable to obtain evidence that a PDS had been provided to certain clients. CFA relies on a section of the Statement of Advice (SOA) to record provision of Product Disclosure Statements to meet record keeping obligations. CFA found that an internal system error led to a product specific SOA template only listing the provision of one PDS in place of the required two PDS's and an additional information booklet. In some cases, CFA believes that the advisers may have manually entered the required information and that the clients generally received the required PDS. However, CFA may not be able to provide documented evidence that the additional PDS has been provided.	The fact find was amended and appropriate consent was subsequently obtained. On 24 April 2015, ASIC confirmed it did not intend to make any further inquiries into this matter. All affected clients were issued with FDS's. On 24 April 2015, ASIC confirmed it did not intend to make any further inquiries into this matter. This issue has been rectified. On 24 April 2015, ASIC confirmed it did not intend to make any further inquiries into this matter.

Entry	Entity	Conduct	Resolution
17.	ClearView Financial Advice Pty Limited	On 11 March 2015, a Customer made a complaint regarding inappropriate investment advice.	Customer remediated on 19 June 2015, through a payment of \$16,061.
18.	ClearView Financial Advice Pty Limited	On 17 March 2015, a Customer made a complaint stating that there was a failure of an AR to cancel a policy in 2006, following the provision of an SOA in 18 August 2015.	Customer remediated on 22 October 2015, under a Deed of Release which included a payment of \$99,000.00.
19.	ClearView Financial Advice Pty Limited ClearView Life Assurance Limited ClearView Wealth Limited	<p>On 17 April 2015, CWL, CFA and CLAL each received a s33 Notice to Produce. The Notice required the production of books relating to any takeover or merger agreements entered into by CWL and any other person during 1 July 2014 to 17 April 2015. The request was in relation to ASIC ensuring compliance with Divisions 4 and 5 of Pt 7.7A of the <i>Corporations Act</i> (the conflicted remuneration provisions).</p> <p>On the same date, CFA and CLAL each received a Notice from ASIC under s912C of the <i>Corporations Act</i> requiring information in relation to insurance policies that went into force following the provision of personal advice to retail clients by each new representative that became a representative of CFA as a result of a Takeover or Merger Agreement that had occurred on or after 1 July 2014.</p> <p>CLAL and CFA confirmed that it did not have any books to produce under the s33 Notice nor any information in response to the s912C Notice. CWL produced a number of items. ASIC requested a response to the following:</p> <p>(a) Why the Dealer Service Fee on CWL's FUM on ClearView's platforms was not considered conflicted remuneration, given that it is volume based; and</p> <p>(b) Further information in relation to the performance based component of ClearView's offer to acquire MPS (Performance Conditions), for which shareholders of MPS would be issued ClearView shares as consideration for the purchase of the MPS business.</p> <p>On 15 July 2018, CWL provided the following response:</p> <p>(a) The Dealer Service Fee was a fee that was to be authorised by the Customer, and falls within the exemption in s963B(1)(d), payable by a platform to MPS; and</p> <p>(b) Regarding Performance Conditions, a response was provided as follows:</p> <ol style="list-style-type: none"> i. the purpose of the notional 5% "commission" to MPS dealer group for LifeSolutions was to create a similar dealer group support payment (similar to rebates and other payments provided by other insurers) and to assist with the GAR target achievement, noting none of these notional amounts go to the Adviser (purely to MPS itself); and ii. the notional 5% "commission" to MPS creates a more "level playing field" and did not represent an overall excessive level of remuneration to influence recommendations, given that ClearView generally pays lower commission rates to Advisers than its competitors and market participants pay additional volume based rebates and commissions to dealer groups and Advisers. 	<p>On 26 August 2015, ASIC advised that the Dealer Service fee, if paid, is conflicted remuneration and does not have the benefit of the "client paid" exemption under s963B(1)(d) of the <i>Corporations Act</i>. On 4 September 2015, CWL, CFA and CLAL confirmed that they would not pay the Dealer Service fee.</p> <p>ASIC did not request any further information in relation to the Performance Conditions.</p> <p>CLAL's life insurance products are competitively priced and are well rated by research houses.</p>
20.	ClearView Financial Advice Pty Limited	<p>On 30 April 2015, CFA received s33 Notice to Produce requiring the production of books relating to the appointment of CARs and ARs by CFA during 1 July 2014 to 30 April 2015, with requests for transfer deeds, CAR agreements, AR agreements and documents discussing any monetary or non-monetary benefits. The request was in relation to ASIC ensuring compliance with Divisions 4 and 5 of Pt 7.7A of the <i>Corporations Act</i> (the conflicted remuneration provisions). All documents were provided to ASIC on 8 May 2015.</p> <p>On 25 August 2015, ASIC advised of two issues in relation to CAR Agreements:</p> <p>(a) that all Customer fees be collected by CFA and then on-paid to the CAR can only be on-paid if the fee is Customer directed; and</p> <p>(b) for some agreements, where there is the ability for some CARs to elect to keep a certain number of external platform Customers at the termination date if funds under administration and insurance is greater than a stated percentage of the target termination date FUA.</p>	<p>On 4 September 2015, CFA confirmed that:</p> <p>(a) in relation to the gross fees issue, appropriate Customer directions are obtained and kept on file for the purposes of the on-payment of gross fees; and</p> <p>(b) in relation to the allocation of Customers on termination, the practical value of the benefit is not significant enough to reasonably be expected to influence the advice given. In addition, the life risk component of this provision did not fall within the scope of the conflicted remuneration provisions at the time.</p> <p>No response has been received in respect of this letter.</p>

Entry	Entity	Conduct	Resolution
21.	ClearView Financial Advice Pty Limited ClearView Financial Management Limited ClearView Life Assurance Limited ClearView Life Nominees Pty Limited ClearView Wealth Limited Matrix Planning Solutions Limited <i>(acquired 10 October 2014)</i>	On 12 August 2015, a KPMG Internal Audit report identified issues with ClearView's AML/CTF Program. On 29 September 2015, AUSTRAC was notified and provided the KPMG Internal Audit report. On 1 October 2015, APRA was also notified of the same deficiencies via email correspondence. The notice to AUSTRAC and APRA email included an outline of ClearView's intended rectification actions.	On 20 January 2016, AUSTRAC was notified that these deficiencies were remediated. Both AUSTRAC and APRA have not asked for any further information.
22.	ClearView Financial Advice Pty Limited	On 25 August 2015, ASIC issued a letter to CFA in respect of the shares issued to life risk Advisers under the CWL ESP and concerns regarding conflicted remuneration. In addition, ASIC considered that the low interest loans offered to Advisers to fund the purchase of the ClearView shares had the ability to incentivise Advisers. ASIC advised that it considered the issue of shares to be conflicted remuneration on the basis that the issue of shares are a non-monetary benefit and the benefit is volume-based. Subsequently, ClearView sent letters to ASIC dated 4 and 25 September 2015 requesting a no-action letter from ASIC. Most recently, ASIC sent a letter to ClearView dated 17 December 2015 stating that it would not provide a final answer in response to ClearView's request for a no-action letter until the current legislative process is finalised with respect to the life advice insurance reforms. However, ASIC stated that if no material changes are made to the Government's proposals regarding those reforms, they are likely to refuse the no-action request.	On 14 January 2016, ClearView sent a letter to ASIC advising that it would not issue any further ESP shares in their current form but that if ClearView issued any further ESP shares to life risk Advisers that it would do so under a balanced scorecard approach, as currently used for wealth advisers and previously provided to ASIC. No response has been received in respect of this letter. CLAL's life insurance products are competitively priced and are well rated by research houses.
23.	ClearView Financial Advice Pty Limited	On 11 September 2015, CFA was notified by a Customer's spouse that they had passed. All product providers were notified of the death. However, after an incorrect link of data was made to MLC, the wrong Customer's data was transferred. The deceased Customer's spouse claimed for out of market losses as a result.	Customer remediated on 23 October 2015, through a payment of \$3,264.93.
24.	ClearView Financial Advice Pty Limited	On 21 March 2016, a Customer made a complaint stating that their Adviser failed to follow their request of 14 September 2015 to cancel their policy.	Customer remediated on 5 May 2016, through a payment of \$4,869.04.
25.	ClearView Financial Advice Pty Limited	On 19 April 2016, a Customer complained about the changing of Advisers. The Customer also cited time periods where no Adviser was allocated.	Customer remediated on 23 May 2016, through a payment of \$2,605.37.
26.	ClearView Financial Advice Pty Limited	In approximately June 2016, a Customer complained that they had been charged an ASF which had been subsequently paid to an Adviser.	Customer remediated on 25 October 2016, through a payment of \$2,193.
27.	ClearView Financial Advice Pty Limited	On 15 June 2016, a Customer made a complaint regarding cancellation letters they signed on 10 March 2015 which cancelled an existing policy in error. The Customer says that the cancellation of the policy was not in line with the SOA provided by the AR.	Customer remediated on 9 February 2018, under a Deed of Settlement which included a 5% discount on the premiums for the lifetime of a new policy, and specific clauses relating to events that would take place in the event of a claim.
28.	ClearView Financial Advice Pty Limited	On 11 August 2016, a Customer made a complaint regarding concerns they had during the transitional period with a new Adviser and requested a refund of the ASF.	The Customer was remediated on 23 September 2016 through a payment of \$2,367.44.
29.	ClearView Financial Advice Pty Limited	On 7 November 2016, a Customer made a complaint that their Adviser was no longer with the business and had not been made known to them.	Customer remediated through a payment to the Customer of \$1,826.34.
30.	ClearView Financial Advice Pty Limited Matrix Planning Solutions Limited <i>(acquired 10 October 2014)</i>	In December 2016, an issue was identified about the way some Advisers were recording their ASF on the application and how it was being treated in the system. Specifically, whether or not the GST on the ASF included the Reduced Input Tax Credit. Where it was incorrect, it was found that Customers were paying a slightly higher ASF than they should have.	Customers remediated by December 2017. The Customers of all Advisers were reviewed and for the cases where the ASF was incorrect, it was amended on the system, and amounts refunded. The total compensation was \$114,748.17 across 44 Advisers and 547 Customers.

Entry	Entity	Conduct	Resolution
31.	ClearView Financial Advice Pty Limited	<p>On 23 December 2016, CFA notified ASIC of a breach of s912D of the <i>Corporations Act</i> regarding an AR for non-provision of at least ten SOAs, and some backdating of SOAs identified during a routine compliance audit. A further review was to be conducted to determine the full extent of the problems.</p> <p>In February 2017, CFA provided an update to ASIC on the progress of the investigation and the number of files identified. In March 2017, CFA suspended the AR's license. Exchanges with ASIC resulted in an investigation report being provided to ASIC on 25 May 2017.</p> <p>On 28 July 2017, ASIC issued a s912C <i>Corporations Act</i> Notice to provide information, which was followed by two further s912C Notices on 28 September 2017 and 2 February 2018. A s33 Notice to Produce was issued by ASIC on 28 September 2017 requesting files.</p>	<p>On 24 February 2017, ASIC acknowledged receipt of the 23 December 2016 letter.</p> <p>Remediation of the Customers was undertaken in 2017 into early 2018 by offering the Customers a review and provision of SOA's that were not provided. On 3 November 2017, the AR's licence was terminated by CFA.</p> <p>ASIC are yet to determine any implications for the AR.</p>
32.	ClearView Financial Advice Pty Limited	In approximately January 2017, a Customer complained that they had been paying an ongoing fee to an AR for financial advice services, however they believed that due to the lack of contact, and the lack of performance on their account, the ASF should be refunded.	Customer remediated on 20 February 2017, through a payment of \$1,363.38.
33.	ClearView Financial Advice Pty Limited Matrix Planning Solutions Ltd (acquired 10 October 2014)	On 19 March 2017, an issue was identified where Customers did not have an FDS or Opt-In status recorded in CWT. To ensure correct reporting, a review was undertaken which showed that 22,324 Customers did not have an FDS status and 23,277 did not have a Customer status.	The status issue was progressively worked on from March 2017 with final rectification completed in June 2018.
34.	ClearView Financial Advice Pty Limited	On 27 April 2017, a Customer made a complaint to an AR after the Chief Executive Officer of their CAR posted on social media, on a de-identified basis, about the work it had completed on behalf of the Customer without the Customer's consent.	The complaint was resolved through the issue of a letter of regret.
35.	ClearView Financial Advice Pty Limited	<p>On 18 May 2017, a Customer alleged they were given inappropriate investment advice because an AR purchased shares which were unsuitable for the Customer's superannuation fund.</p> <p>On 14 September 2017, the matter was referred to FOS (Case No 481107).</p>	The claim remains before FOS.
36.	ClearView Financial Advice Pty Limited	In approximately October 2017, a Customer alleged that their Adviser incorrectly rolled over their entire super balance causing the Customer to lose their life insurance, when only a part was supposed to be rolled over.	Customer remediated on 6 November 2017, the account was reinstated and the amount of \$6,115.00 refunded.
37.	ClearView Financial Advice Pty Limited ClearView Financial Management Limited ClearView Life Assurance Limited ClearView Life Nominees Pty Limited ClearView Wealth Limited Matrix Planning Solutions Limited (acquired 10 October 2014)	<p>In late November 2017, ClearView became aware of a significant increase in transaction monitoring and Customer screening cases for review as part of its AML/CTF Program.</p> <p>The reason for the increase was investigated and determined to be due to a misinterpretation in changes to parameters in the system as well as a system issue that did not properly update the WorldCheck list for Customer screening.</p>	<p>The backlog of transaction monitoring and Customer screening was cleared by 31 May 2018.</p> <p>Whilst this was technical breach of the AML/CTF rules, no reportable politically exposed persons or suspicious transactions were found and it is not reportable to AUSTRAC. It was dealt with in accordance with ClearView's compliance framework.</p> <p>The control breakdowns were identified and rectified by 31 May 2018.</p>
38.	ClearView Financial Advice Pty Limited	On 6 November 2017, a Customer complained that they felt pressured to move their superannuation to another fund in order to decrease the cost of their insurance policy when the advice they sought from the AR was to discuss reducing the cost of their policy or cancelling it due to financial hardship.	Customer remediated on 11 December 2017 the matter resolved under a Deed of Release through a payment of \$700.00.
39.	ClearView Financial Advice Pty Limited	On 14 December 2017, ASIC issued a notice of hearing to an AR on the basis that they may not have complied with relevant financial services laws under the <i>Corporations Act</i> and may not have been adequately trained. The conduct that concerned ASIC took place from 30 November 2012 to 30 December 2016. During this time the AR was not an AR of any ClearView entity however at the time of the issuance of the letter, they were an AR of CFA.	CFA revoked his AR authority and he was subsequently banned by ASIC for 4 years. ASIC confirmed the banning order was not related to advice provided whilst under CFA or MPS licenses.

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			CFA and MPS notified all clients that received personal advice in the previous 3 years of the banning order. This was completed within 2 weeks of the publication of the order.																																																																																																																
40.	ClearView Financial Advice Pty Limited	On 17 December 2017, a Customer raised concerns regarding contact from an AR and the advice provided.	Customer remediated on 18 December 2017, through a Confirmation of Settlement which provided for a payment of \$1,500.																																																																																																																
41.	ClearView Financial Advice Pty Limited ClearView Financial Management Limited ClearView Life Assurance Limited ClearView Life Nominees Pty Limited ClearView Wealth Limited Matrix Planning Solutions Limited (acquired 10 October 2014)	In mid-May 2018, following a change in personnel, it was identified that data held on Acurity, the system used for the WealthFoundations product, was not being fed through the AML/CTF Customer screening and transaction monitoring system. Action was immediately pursued to rectify the system issue and screen previously missed Customers and transactions. Given WealthFoundations is a superannuation and pension product, and given historic screening experience, the risk of missed suspicious transactions is low. Nonetheless, it is critical the AML/CTF system operate reliably. Changes are proposed to the system and processes to improve its reliability in the future.	All the WealthFoundations Customers and transactions have been fed through the system for Customer screening and transaction monitoring and the backlog is currently being worked through. So far, in working through the backlog, no reportable items.																																																																																																																
42.	ClearView Financial Advice Pty Limited	On 7 June 2018, a third party made a complaint on behalf of two Customers relating to advice provided in October 2016 by an AR.	On 4 July 2018, an amount of \$22,234.85 was offered to settle the complaint. The Customer has indicated they will accept the offer but the exact payment will need to be calculated on the day when the annuity is paid out.																																																																																																																
43.	ClearView Financial Advice Pty Limited	The following breaches were recorded by CFA, as at 30 June 2018, of which 81 remain open as at August 2018. It should be noted that SOA means issues within SOAs.																																																																																																																	
		<table border="1"> <thead> <tr> <th>Category</th> <th>2013</th> <th>2014</th> <th>2015</th> <th>2016</th> <th>2017</th> <th>2018</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>AML - KYC / OCDD</td> <td></td> <td></td> <td></td> <td>1</td> <td>12</td> <td>13</td> <td>26</td> </tr> <tr> <td>Authorisation / Accreditation</td> <td></td> <td></td> <td></td> <td></td> <td>2</td> <td>2</td> <td>4</td> </tr> <tr> <td>Best Interest Duty (BID)</td> <td></td> <td></td> <td>57</td> <td>13</td> <td>15</td> <td>21</td> <td>106</td> </tr> <tr> <td>Disclosure</td> <td>6</td> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td>8</td> </tr> <tr> <td>Disclosure / Disclaimers</td> <td></td> <td>1</td> <td>22</td> <td>33</td> <td>40</td> <td>31</td> <td>127</td> </tr> <tr> <td>Fact Find</td> <td></td> <td></td> <td>22</td> <td>22</td> <td>26</td> <td>26</td> <td>96</td> </tr> <tr> <td>FDS</td> <td></td> <td>1</td> <td>10</td> <td>30</td> <td>30</td> <td>23</td> <td>94</td> </tr> <tr> <td>FSG</td> <td></td> <td></td> <td>3</td> <td>10</td> <td>13</td> <td>11</td> <td>37</td> </tr> <tr> <td>Implementation</td> <td></td> <td></td> <td></td> <td></td> <td>4</td> <td>11</td> <td>15</td> </tr> <tr> <td>Inappropriate Process</td> <td></td> <td></td> <td>1</td> <td></td> <td>7</td> <td>7</td> <td>15</td> </tr> <tr> <td>Opt In</td> <td></td> <td></td> <td>7</td> <td>20</td> <td>17</td> <td>6</td> <td>50</td> </tr> <tr> <td>Other</td> <td>6</td> <td>5</td> <td>53</td> <td>57</td> <td>40</td> <td>19</td> <td>180</td> </tr> <tr> <td>PDS</td> <td></td> <td></td> <td>11</td> <td>9</td> <td>4</td> <td>2</td> <td>26</td> </tr> </tbody> </table>	Category	2013	2014	2015	2016	2017	2018	Total	AML - KYC / OCDD				1	12	13	26	Authorisation / Accreditation					2	2	4	Best Interest Duty (BID)			57	13	15	21	106	Disclosure	6	2					8	Disclosure / Disclaimers		1	22	33	40	31	127	Fact Find			22	22	26	26	96	FDS		1	10	30	30	23	94	FSG			3	10	13	11	37	Implementation					4	11	15	Inappropriate Process			1		7	7	15	Opt In			7	20	17	6	50	Other	6	5	53	57	40	19	180	PDS			11	9	4	2	26	
Category	2013	2014	2015	2016	2017	2018	Total																																																																																																												
AML - KYC / OCDD				1	12	13	26																																																																																																												
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Entry	Entity	Conduct						Resolution	
		Privacy			15	23	41	32	111
		Record Keeping					31	20	51
		Replacement	8	5	13	20	37	13	96
		ROA	1		7	21	27	12	68
		Service Agreement					8	12	20
		SOA	1		41	54	55	26	177
		Tax Act			5				5
		Time Critical		4	9	7	12	3	35
		Grand Total	22	18	276	320	421	290	1,347
44.	ClearView Financial Advice Pty Limited	The following incidents were recorded by CFA, as at 30 June 2018, of which 89 remain open as at August 2018. Prior to 2015, CFA only recorded breaches that were potentially reportable, with all other breaches recorded as incidents.							
		New Category	2013	2014	2015	2016	2017	2018	Grand Total
		AML - KYC / OCDD	5	1			8	6	20
		Authority to Proceed	3	6	2				11
		Best Interest Duty (BID)		3	34	62	22	2	123
		Disclosure / Disclaimers	2	5	5	10	18	3	43
		Fact Find	25	41	55	111	104	110	446
		FSG	28	17		4	9	5	63
		Implementation of advice	3	1	1		33	20	58
		No advice	1				10	7	18
		Non approved product	10	3	5	10	25	20	73
		Opt In				1			1
		Other	11	15	26	89	57	7	205
		PDS	1	1	11	10	6	9	38
		Privacy	1	3	3	2		1	10
		Record Keeping	63	62	101	150	227	110	713
		Replacement	4	44	3	6	11	4	72

Entry	Entity	Conduct	Resolution
		ROA 4 7 6 18 21 7 63 Service Agreement 1 3 7 11 SOA 18 52 92 141 184 83 570 Time Critical 1 2 2 5 Training 1 1 Tax Act 3 3 FDS 1 1 Total 180 266 347 614 738 403 2,548	
45.	ClearView Financial Advice Pty Ltd	<p>In 2016 a review of the Head Office orphan accounts found a small number of Customers who had been transferred to the Head Office accounts with ASF still being deducted.</p> <p>Customers can be attached to a Head Office orphan account for 2 reasons:</p> <p>(a) The client has requested to the provider that they no longer want to have an adviser and the providers system does not have the ability for the account to not be attached to an adviser. Therefore the clients are attached to a head office account which the providers system considers "an adviser".</p> <p>(b) The adviser has left the licensee and has not transferred all of their clients to their new licensee or has left the industry. The provider will then move the clients to the head office orphan account.</p>	<p>A review of all the fees being charged was conducted and all providers were contacted to turn the ASF off on the Head Office accounts. The total fees received by CFA from 2014 to 2018 was \$30,597.24 in relation to 111 Customer accounts.</p> <p>A new process was put in place that when an Adviser leaves the licensee, after 3 months, all fees are turned off for any Customers that have not been transferred to the new licensee by that time. (This relates to the transfer between licensees, not non-servicing of Customers).</p> <p>An annual check is also conducted for the Head Office Orphan accounts to ensure any Customers have not instigated transfers themselves.</p>
46.	ClearView Financial Advice Pty Ltd	On 1 April 2015, the Customer raised concerns about a direct debit payment.	Customer remediated on 19 June 2015, through a payment of \$100.00.
47.	ClearView Financial Advice Pty Ltd	On 9 October 2015, the Customer (through its legal representatives) made a complaint to their AR regarding the failure of the AR to cancel the Customer's policy in June 2013. On 15 February 2016, CFA wrote to the Customer advising they had only been made aware of the complaint due to the AR's failure to escalate the concerns.	Customer remediated on 15 February 2016, through a payment of \$22,414.24.
48.	ClearView Financial Advice Pty Ltd	On 26 February 2016, CFA notified ASIC of a reportable breach of s912D of the <i>Corporations Act</i> . The reportable breach concerned CFA issuing authorities to ARs covering Derivatives and Foreign Exchange Contracts, but the ARs did not have RG146 competency in that area (ASIC Ref: 7167/16).	On 24 March 2016, ASIC advised that they did not propose to make any further inquiries and requested that CFA provide an update on its investigations, which CFA did on 1 April 2016 and 13 April 2016.

Entry	Entity	Conduct	Resolution
		CFA confirmed that 116 ARs were authorised to provide Foreign Exchange Contract advice and 51 ARs authorised to provide Derivatives Advice without the correct RG146 qualifications and the FAR would be updated and new COA issued. It was confirmed that no Advisers had used their authority to provide advice in these areas.	
49.	ClearView Financial Advice Pty Ltd	On 29 March 2016, a Customer complained about the ongoing service fee charged by an AR, on the basis that the fees were not made clear when the Customer signed up to the fund.	Customer remediated on 13 April 2016, through a refund of \$315.00 to the Customer's superannuation account.
50.	ClearView Financial Advice Pty Ltd	On 1 August 2016, a Customer complained that they did not have a servicing Adviser for 18 months.	Customer remediated on 26 August 2016 a refund of \$3,816 was paid to the Customer and a new Adviser allocated.
51.	ClearView Financial Advice Pty Ltd	On 28 December 2016, CFA notified ASIC of a reportable breach under s912D of the <i>Corporations Act</i> after it was discovered that not all ARs were correctly disclosing rebates. As a result, CFA took steps to ensure that the correct disclosures were being made, and assessed that the proportion of affected Customers was 0.5% (ASIC Ref: 59/17).	On 25 May 2017, ASIC advised that it was not proposing to take any further action.
52.	ClearView Financial Advice Pty Ltd	On 18 September 2017, FOS made a determination following a complaint in relation to the advice by an AR to two Customers between 23 September 2011 and 11 June 2014 (Case No: 437759)	On 18 September 2017, FOS determined that CFA was to pay each Customer \$4,675.00 plus interest at 5% per annum.
53.	ClearView Financial Advice Pty Ltd	On 11 April 2018, it was identified that a Customer had been invested into the wrong investment option.	Customer remediated on 8 June 2018, when \$607.30 was allocated to the Customer's account.
54.	ClearView Financial Advice Pty Ltd	On 22 June 2018, CFA received a letter from ASIC regarding a potential contravention of s916D of the <i>Corporations Act</i> . Following an investigation CFA identified that it had authorised the AR whilst it also held its own AFSL which is a technical breach of s916D.	The AR is no longer authorised by CFA.
55.	ClearView Financial Advice Pty Ltd	On 30 June 2018, there was a delay to implementing a transaction for a Customer.	Customer remediated on 9 July 2018, when \$168.21 was refunded back to the Customer's account.
56.	ClearView Financial Advice Pty Ltd	On 1 August 2018 a Customer was incorrectly charged \$2,200 instead of the agreed \$1,100 SOA fee.	Customer remediated on 3 August 2018, when \$1,100 was refunded directly back to the Customer's account.
57.	ClearView Financial Management Limited	Between 1999 and 2003, CFML did not pay distributions to investors who had exited the managed investment schemes prior to the distribution payments. This is because CFML mistakenly reinvested these distributions (after the investors exited). CFML became aware of these unintended residual unit holdings after the completion of a system migration related to the Customers prior accounts.	\$8,101.37 compensation is in the process of being refunded to the exited investors.
58.	ClearView Financial Management Limited	On 11 September 2014, it was identified that unit holders were overcharged for the management fee from 21 August 2014 to 11 September 2014, as the external administrator for WealthSolutions had inadvertently allowed for the external fees charged by Plato in the unit pricing calculation.	Customers remediated and \$3,616 was reversed and credited back to the asset pool, where the impact to Customers was immaterial.
59.	ClearView Financial Management Limited	On 17 November 2014, an incident was reported internally after it was discovered by the administration team that an amount of \$7,555 was not invested after end of day on 14 November 2014. This was due to a technological failure.	Customer remediated on 17 November 2014, when the issue was resolved and the money was invested.
60.	ClearView Financial Management Limited	As at 20 January 2016, IDPS accounts opened for minors were incorrectly established as Trusts when they should not have been. As a result, there were CGT discount implications which impacted six ClearView WealthSolutions Investments accounts.	The resolution of the error was outstanding for approximately seven months. In November 2016, the Customer's accounts were rectified.
61.	ClearView Financial Management Limited	On 9 June 2015, an incident was reported which stated that a deposit for the amount of \$330,000 into a ClearView IDPS account on 19 May 2015 was not applied until 27th May 2015 due to a delay the funds. This error occurred as the work item to action this task was not set to the correct status.	Customer remediated on 4 August 2015. Apology letters were issued and compensation applied to each Customers' account that was affected.
62.	ClearView Financial Management Limited	On 13 October 2015, ClearView executed the annual tax wash-up as a part of the annual 'true-up' tasks. Two Customers were negatively impacted by the adjustment of the deferred tax assets accrual balance (outside acceptable tolerances).	In mid-January 2016, two Customers were compensated approximately \$255.

Entry	Entity	Conduct	Resolution																																																																																																																							
63.	ClearView Financial Management Limited	On 18 July 2018, a Customer complained around the returns on their account.	The matter is still being finalised at the IDR level.																																																																																																																							
64.	ClearView Life Assurance Limited ClearView Financial Management Limited ClearView Life Nominees Pty Limited	In 2015, ClearView had identified the following incidents internally: (a) on 25 February 2016, a Customer received 6 statements for accounts that are not theirs; (b) on 28 October 2015, a Customer received information that related to another account; (c) on 29 October 2015, a ClearView Customer received a welcome letter from another ClearView super account; (d) on 17 November 2015, a ClearView Customer's information was disclosed to another unrelated party; (e) on 12 February 2016, a number of Customers were transferred between Advisers on the administration system instead of only certain Customers; (f) on 3 June 2016, an AR received copies of Customer annual statements for another adviser.	The incidents were resolved internally by: (a) The manual process has been automated; (b) The SEN issue was rectified and apology letters were sent to affected Customers; (c) The trustee was notified; (d) Nothing as this was deemed an isolated incident; (e) 4-eye check was introduced; (f) Training was rolled out to the team.																																																																																																																							
65.	ClearView Life Assurance Limited	<p>The following complaints data exists for CLAL. The data prior to 2015/2016 may include direct business data.</p> <table border="1"> <thead> <tr> <th>Category of Complaint</th> <th>2017 / 2018</th> <th>2016 / 2017</th> <th>2015 / 2016</th> <th>2014 / 2015</th> <th>2013 / 2014</th> <th>2012 / 2013</th> </tr> </thead> <tbody> <tr> <td>Administration Errors</td> <td>6</td> <td>7</td> <td>7</td> <td>46</td> <td>7</td> <td>8</td> </tr> <tr> <td>Claims Process Delay</td> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contact Centre Agent Error</td> <td>6</td> <td>2</td> <td>21</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Customer Error</td> <td></td> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Declined Application</td> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Disputed Claim</td> <td>5</td> <td>12</td> <td>19</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Distributor Complaints</td> <td>7</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Product Fees</td> <td>16</td> <td>3</td> <td>2</td> <td>5</td> <td>4</td> <td></td> </tr> <tr> <td>Product Misunderstanding</td> <td>12</td> <td>13</td> <td>12</td> <td>60</td> <td>18</td> <td>20</td> </tr> <tr> <td>Product Performance</td> <td>0</td> <td></td> <td>0</td> <td>1</td> <td>3</td> <td></td> </tr> <tr> <td>Service Issues</td> <td>10</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Other</td> <td>14</td> <td>16</td> <td>6</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Premium Discrepancy</td> <td>6</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Adviser Error / Inappropriate Advice</td> <td>0</td> <td></td> <td></td> <td>9</td> <td>6</td> <td>2</td> </tr> <tr> <td>Lack of Service</td> <td>0</td> <td>5</td> <td>5</td> <td>34</td> <td>6</td> <td>4</td> </tr> <tr> <td>Consumer Remediation Program Complaint</td> <td>16</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Category of Complaint	2017 / 2018	2016 / 2017	2015 / 2016	2014 / 2015	2013 / 2014	2012 / 2013	Administration Errors	6	7	7	46	7	8	Claims Process Delay	3						Contact Centre Agent Error	6	2	21				Customer Error		2					Declined Application	2						Disputed Claim	5	12	19				Distributor Complaints	7						Product Fees	16	3	2	5	4		Product Misunderstanding	12	13	12	60	18	20	Product Performance	0		0	1	3		Service Issues	10						Other	14	16	6				Premium Discrepancy	6						Adviser Error / Inappropriate Advice	0			9	6	2	Lack of Service	0	5	5	34	6	4	Consumer Remediation Program Complaint	16						
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66.	ClearView Life Assurance Limited ClearView Life Nominees Pty Limited ClearView Administration Services Pty Ltd ClearView Financial Advice Pty Ltd ClearView Financial Management Limited ClearView Wealth Limited	<p>The following breaches and incidents relating to a variety of categories were recorded for different entities. It is noted that:</p> <p>(a) 2013/2014 & 2014/2015 - most breaches/incidents have not been categorised to a select category and remain in "other";</p> <p>(b) prior to May 2015, all of the businesses breaches and incidents were recorded on a master register. Therefore, the figures from 2013 until this date, includes figures from CFA (as detailed in Entry 44 and 46).</p> <table border="1"> <thead> <tr> <th>CATEGORY OF BREACH OR INCIDENT</th> <th>2017/2018 (1/7/17-30/6/18) (CAS, CFA, CFML, CLAL & CLN)</th> <th>2016/2017 (1/7/16-30/6/17) (CAS, CFA, CFML, CLAL & CLN)</th> <th>2015/2016 (1/7/15-30/6/16) (CFML, CLAL, CLN & CVW)</th> <th>2014/2015 (1/7/14 - 30/6/15) (CAS, CFA, CFML, CLAL, CLN & CWL)</th> <th>2013/2014 (1/7/13 - 30/6/14) (CAS, CFA, CFML, CLAL & CLN)</th> <th>Jan to June 2013 (CAS, CFA, CFML, CLAL & CLN)</th> <th>July 2013 to May 2015 (Direct)</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Administrator error (CFS)</td> <td>30</td> <td>23</td> <td>2</td> <td>5</td> <td></td> <td></td> <td></td> <td>60</td> </tr> <tr> <td>Corporate Actions error</td> <td>0</td> <td>1</td> <td>0</td> <td>0</td> <td></td> <td></td> <td></td> <td>1</td> </tr> <tr> <td>External Communications error</td> <td>0</td> <td>1</td> <td>11</td> <td>3</td> <td></td> <td></td> <td></td> <td>15</td> </tr> <tr> <td>Fraud error</td> <td>0</td> <td>1</td> <td>0</td> <td>0</td> <td></td> <td></td> <td></td> <td>1</td> </tr> <tr> <td>IT</td> <td>8</td> <td>8</td> <td>2</td> <td>8</td> <td></td> <td></td> <td></td> <td>26</td> </tr> <tr> <td>Legal & Regulatory</td> <td>10</td> <td>4</td> <td>1</td> <td>3</td> <td></td> <td></td> <td></td> <td>18</td> </tr> <tr> <td>Operational errors</td> <td>48</td> <td>49</td> <td>55</td> <td>24</td> <td></td> <td></td> <td></td> <td>176</td> </tr> <tr> <td>Other</td> <td>0</td> <td>0</td> <td>0</td> <td>215</td> <td>665</td> <td>103</td> <td>476</td> <td>1459</td> </tr> <tr> <td>Outsourcing error</td> <td>0</td> <td>1</td> <td>0</td> <td>0</td> <td></td> <td></td> <td></td> <td>1</td> </tr> <tr> <td>Privacy</td> <td>12</td> <td>6</td> <td>15</td> <td>3</td> <td></td> <td></td> <td></td> <td>36</td> </tr> <tr> <td>Product errors</td> <td>9</td> <td>6</td> <td>1</td> <td>18</td> <td></td> <td></td> <td></td> <td>34</td> </tr> <tr> <td>Prohibited Conduct</td> <td>0</td> <td>0</td> <td>0</td> <td>7</td> <td></td> <td></td> <td></td> <td>7</td> </tr> <tr> <td>Unit Pricing errors</td> <td>6</td> <td>6</td> <td>10</td> <td>3</td> <td></td> <td></td> <td></td> <td>25</td> </tr> <tr> <td>TOTAL</td> <td>123</td> <td>106</td> <td>97</td> <td>289</td> <td>665</td> <td>103</td> <td>476</td> <td>1859</td> </tr> </tbody> </table>	CATEGORY OF BREACH OR INCIDENT	2017/2018 (1/7/17-30/6/18) (CAS, CFA, CFML, CLAL & CLN)	2016/2017 (1/7/16-30/6/17) (CAS, CFA, CFML, CLAL & CLN)	2015/2016 (1/7/15-30/6/16) (CFML, CLAL, CLN & CVW)	2014/2015 (1/7/14 - 30/6/15) (CAS, CFA, CFML, CLAL, CLN & CWL)	2013/2014 (1/7/13 - 30/6/14) (CAS, CFA, CFML, CLAL & CLN)	Jan to June 2013 (CAS, CFA, CFML, CLAL & CLN)	July 2013 to May 2015 (Direct)	Total	Administrator error (CFS)	30	23	2	5				60	Corporate Actions error	0	1	0	0				1	External Communications error	0	1	11	3				15	Fraud error	0	1	0	0				1	IT	8	8	2	8				26	Legal & Regulatory	10	4	1	3				18	Operational errors	48	49	55	24				176	Other	0	0	0	215	665	103	476	1459	Outsourcing error	0	1	0	0				1	Privacy	12	6	15	3				36	Product errors	9	6	1	18				34	Prohibited Conduct	0	0	0	7				7	Unit Pricing errors	6	6	10	3				25	TOTAL	123	106	97	289	665	103	476	1859	
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67.	ClearView Life Assurance Limited	A Customer complained that they were not aware that they had insurance with CLAL, stating the signature provided to debit funds from their super was fraudulently signed by their third party Adviser. The Customer stated that they no longer live at the listed address and never received documentation. The Customers only discovered they had the policy when reviewing their summary statement from their superannuation fund.	Customer remediated through a payment of \$7,712.22 into the Customer's nominated superannuation fund.																																																																																																																																							

Entry	Entity	Conduct	Resolution
68.	ClearView Life Assurance Limited	The following incidents which had been resolved internally: (a) 30 March 2016, the duty of disclosure reminder not in the welcome letters for LifeSolutions and direct policies; (b) 3 May 2016, BUPA referral link did not have updates for PDS's other than life insurance.	The issues were resolved by: (a) implementing a new system called Virsaic which will be ClearView's content management centre for all correspondence; (b) The relevant links were updated.
69.	ClearView Life Assurance Limited	In 2016 a complaint was referred to FOS relating to a denial of a Customer's claim under a policy, on the basis that the customer failed to disclose a pre-existing medical condition, which had it been disclosed, CLAL would not have issued the policy.	On 11 November 2016, FOS made a recommendation that the organisation was not entitled to avoid the policy.
70.	ClearView Life Assurance Limited	ASIC requested that CLAL's procedural fairness process be reviewed, that is where the claimant is given the opportunity to respond to any adverse evidence prior to decision being made. The review consisted of considering if the sample claim files Fairness Procedure was conducted correctly, appropriately and in a timely manner. In 17 claims, a procedural fairness letter was sent. Of those, three were deemed to be either not sent appropriately or not conducted in a timely manner.	CLAL conducted an internal review of its claims management systems and requested KPMG to provide an independent and professional assurance which it did on 7 December 2016. Recommendations for improvement were provided from the review.
71.	ClearView Life Assurance Limited	On 16 February 2012, the complainant was made about a Customer whose policy has lapsed and it was said that they were not made aware. The Customer passed away months after policy lapsed. The matter was escalated to FOS (Case No 281898).	FOS determined that CLAL was required to pay \$280,000 plus interest of approximately \$50,000.
72.	ClearView Life Assurance Limited	On 11 February 2013, a Customer requested cancellation of deductions, which were not actioned as requested.	Customer remediated on 25 March 2013, for a total amount of \$100.
73.	ClearView Life Assurance Limited	On 13 February 2013, a Customer was advised that their policy was only for Accidental Death. The Customer claimed that when they was sold the policy by MBF they were misled.	Customer remediated on 22 March 2013, through a payment of \$300.
74.	ClearView Life Assurance Limited	On 28 March 2013, a Customer complained that they cancelled their Life policy, however this was not actioned.	Customer remediated on 3 May 2013, through a payment of \$1,833.48.
75.	ClearView Life Assurance Limited	On 28 April 2013, a Customer complained that their cancellation was not actioned even though they had sent in a signed cancellation notice on 15 February 2011.	Customer remediated on 24 May 2013, through a payment of \$1,911.34.
76.	ClearView Life Assurance Limited	On 31 May 2013, a Customer made a complaint after their claim was denied on the basis that they suffered a pre-existing medical condition. On 23 May 2014, the matter was referred to FOS.	Customer remediated on 31 July 2014, through a Deed of Release, including a payment for \$1,383.43.
77.	ClearView Life Assurance Limited	On 18 June 2013, a Customer complained that the policy should have expired on June 2012. However, in 2001 the original MBF policy was upgraded to expire at age 85 rather than age 70 (which the Customer has now reached). The Customer claimed the past 11 months premium refund.	Customer remediated through a payment of \$2,422 on 24 June 2013.
78.	ClearView Life Assurance Limited	On 20 June 2013, the Customer's MLC portfolio funds had been sitting in cash since December 2011 which was a result of a cash out re-contribute strategy and rollover to Pension by their previous Adviser.	Customer remediated through a payment of \$22,602.
79.	ClearView Life Assurance Limited	On 18 July 2013, a Customer complained that after cancelling two policies, one remained open and they continued to be charged.	Customer remediated on 15 August 2013, through a payment of \$643.41.
80.	ClearView Life Assurance Limited	On 19 August 2013, Deloitte noted in their Report to the Board that during the year ending June 2013 (specific date not provided), the 'FTX' system (Fintechnics – OneOffice), was updated so that credit card number sequences would be replaced by asterisks except the last 4 digits. This was being done to protect Customer credit card details. However, the credit card details could still be accessed by a copy and paste of the asterisk and last 4 digits from FTX into a new single premium form within the customer file. This	In March 2017, a systems release addressed this issue and redacted all credit card details from OneOffice.

Entry	Entity	Conduct	Resolution
		functionality was accessible by the administration and new business team. There is no mention of a specific instance of an individual's privacy being breached nor of a notification made to anyone regarding this issue.	
81.	ClearView Life Assurance Limited	On 16 September 2013, a Customer complained about receiving multiple telemarketing calls while being on the Do Not Call Register.	ClearView escalated the issue and sent an internal note for the Customer to never be called. This was also escalated to BUPA.
82.	ClearView Life Assurance Limited ClearView Life Nominees Pty Limited	As at 19 September 2013, CLAL had not met the requirements of Financial Services Council's Standard 21 – Mental Health Education Program and Training which was released on 22 August 2013 for a 1 September 2013 commenced. This FSC required CLAL to ensure those authorised by CLAL to provide information to a customer in relation to the management of a life insurance product receive an appropriate level of education and training in relation to mental health awareness.	Following the granting of an extension by the FSC to 31 December 2014, CLAL implemented the relevant mental health training program through an outsourced training provider.
83.	ClearView Life Assurance Limited	On 19 September 2013, a Third Party raised a dispute in relation to the denial of their late partner's life insurance policy claim. On 28 November 2014, the matter was referred to FOS (Case No 337516).	Third Party remediated through a payment of \$1,383.43 on 4 August 2014.
84.	ClearView Life Assurance Limited	On 16 October 2013, a Customer claimed to have held an Injury Cash insurance policy over their spouse and wanted to claim. The policy was owned by the Customer and only covered them. The claim was escalated to FOS	FOS accepted ClearView's submission and closed the case. As a goodwill gesture, the Customer was provided with a payment of \$1,425.
85.	ClearView Life Assurance Limited	On 13 December 2013, a Customer received a letter stating that they had purchased a funeral cover after the Customer had cancelled their accidental death policy. The Customer alleged that they had been misled in purchasing the cover.	Customer remediated on 22 March 2013, through a payment of \$300.
86.	ClearView Life Assurance Limited	On 31 December 2013, a Customer complained they had two life insurance policies for \$1 million in cover.	Customer remediated on 29 November 2014, by offering to waive all premiums due for the second cover and cancel it so that the Customer only had one cover on their account.
87.	ClearView Life Assurance Limited	On 16 January 2014, a Customer sought representation for being denied cover by the CLAL.	On 1 April 2014, CLAL advised that they stand by their decision not to insure the Customer and provided rationale for this.
88.	ClearView Life Assurance Limited	On 21 May 2014, a Customer lodged a complaint claiming an unauthorised direct debit being was taken from the Customer's account after they had cancelled their policy.	Customer remediated on 2 July 2014 through a payment of \$150.
89.	ClearView Life Assurance Limited	On 22 May 2014, a Customer complained that they were sold a policy and did not understand the terms of what they were sold. The Customer also alleged they did not give permission for the direct debit authority.	On 27 June 2014 the Customer was granted an ex-gratia payment of \$72.
90.	ClearView Life Assurance Limited	On 6 June 2014, a Customer broke their hand playing sport and wanted to claim on their injury cash insurance which did not cover broken hands. The Customer's mother claims the Customer was told that they were covered for all broken bones.	Customer remediated through a payment of \$5,000 under a Deed of Release on 7 July 2014.
91.	ClearView Life Assurance Limited	On 8 June 2014, a Customer made a complaint regarding their family protection policy. On 15 October 2014 the Customer lodged a dispute with FOS in relation to the complaints handling procedure (Case No 377930).	Customer remediated on 3 November 2014, through a Deed of Settlement which included a payment of \$54,276.28.
92.	ClearView Life Assurance Limited	On 27 June 2014, the Customer was injured and later complained that they had been misinformed by the Agent who sold them the policy in relation to a claim after reconstructive surgery.	Customer remediated on 2 September 2014 through a payment of \$800.
93.	ClearView Life Assurance Limited	On 29 June 2014, ASIC advised CLAL that it had failed to lodge details of all unclaimed monies within three months of 31 December as required by s216 of the <i>Life Insurance Act</i> . An internal review determined that there were no life insurance unclaimed monies to report from 1 January 2013 to 31 December 2013, however it was an internal oversight which result in ASIC not being informed of this. On 1 June 2014, s 216 of the <i>Life Insurance Act</i> requires ClearView Life Assurance Limited to lodge an unclaimed monies report with ASIC within 3 months of the end of 31 December 2014. The report needed to be lodged even if there	On 30 May 2014, it was confirmed that ASIC would accept the late lodgement and would waive any fees associated with late lodgement.

Entry	Entity	Conduct	Resolution
		was no 'unclaimed monies' to report. There was no unclaimed monies to report for the period, however due to an oversight, no email was sent to ASIC advising them of this. ASIC contacted ClearView on 29 May 2014 advising the report had not been lodged. The report was lodged.	
94.	ClearView Life Assurance Limited	In approximately July 2014, the Customer claimed that they were mis-sold an Injury cash policy, regarding the bed confinement policy. The Customer wanted to cancel policy and claim for refund of premiums.	Customer remediated on 15 August 2014 by cancellation of policies and providing payment of \$454.
95.	ClearView Life Assurance Limited	In approximately July 2014, the Customer lodged a complaint claiming unauthorised direct debit being taken from their account after they had cancelled her policy.	Customer remediated on 15 August 2014 through a payment of \$150.
96.	ClearView Life Assurance Limited	On 15 July 2014, a Customer claimed that they were misled on the content of a life cover purchased.	Customer remediated on 15 August 2014 through a payment of \$150.
97.	ClearView Life Assurance Limited	On 16 July 2014, CLAL identified, during a review of its CPS520 requirements, it had breached CPS520 paragraph 21(b) while a board member of subsidiary boards was the Appointed Actuary of CLAL on 6 June 2014. On 30 November 2014, CLAL provided additional remedial actions to APRA upon request.	On 15 January 2014, APRA confirmed that no further action is required and they consider the matter now closed.
98.	ClearView Life Assurance Limited	On 6 August 2014, a Customer sent a letter to the organisation stating their concerns regarding premium instalment notices not being issued by them. The letter referenced two letters dated 4 August 2014 and 28 July 2014 that they received from their personal insurance Adviser.	On 3 September 2014, a response was provided to the Customer where the organisation acknowledged that the Customer did not receive a reminder notice in the previous year due to a system error. The Customer was offered a direct debit option for half yearly payments of their choosing.
99.	ClearView Life Assurance Limited	On 11 August 2014, two Customers sent a letter requesting to cancel their life insurance policies as they had incorrectly held four policies instead of two.	Customers remediated on 12 August 2014 through a payment of \$500.
100.	ClearView Life Assurance Limited	On 20 August 2014, a Customer complained that they were told their family would be covered under the policy and it was explained all children would be covered that live in Australia. The Customer also stated that they never received policy document.	Customer remediated on 30 October 2014, through a payment of \$198.00.
101.	ClearView Life Assurance Limited	On 20 August 2014, a Customer made a complaint because their request for life and trauma insurance was denied.	Customer remediated on 3 October 2014, when a determination letter was sent with a refund of premiums paid for \$265.07.
102.	ClearView Life Assurance Limited	On 22 August 2014, a Customer complained about the service and also about the premiums they were being charged.	Customer remediated on 5 September 2014, by ClearView waiving the outstanding premiums, which totalled approximately \$680.
103.	ClearView Life Assurance Limited	On 1 September 2014, a Customer raised a complaint regarding a deduction from the Customer's credit card for the annual premium.	Customer remediated on 2 October 2014, with a refund of \$92.94.
104.	ClearView Life Assurance Limited	On 1 September 2014, ClearView set a regular yearly debit when they were supposed to set a single one. The Customer sought compensation for phone calls to finalise the issue, and for the exchange rate difference they had to pay back to the Canadian Mastercard.	On 2 October 2014, the complaint was resolved and the Customer was sent a refund cheque for that year's premium payment plus confirmation of a lifetime 10% discount on the life of the policy.
105.	ClearView Life Assurance Limited	On 8 September 2014, a Customer cancelled their policy over the phone with a letter in writing approximately 6 weeks later. The Customer complained that during the time between the phone call and letter, two additional payments were charged to the Customer.	The Customer was remediated through a payment of \$12.60.
106.	ClearView Life Assurance Limited	On 29 September 2014, a Customer made a complaint regarding an unauthorised withdrawal from their bank account despite cancelling their life insurance in 2011.	Customer remediated on 14 November 2014 through a payment of \$550.44.
107.	ClearView Life Assurance Limited	On 10 October 2014, a Customer complained about the sales process and that they did not receive policy documents.	Customer remediated on 20 October 2014 with a payment of \$169.54.

Entry	Entity	Conduct	Resolution
108.	ClearView Life Assurance Limited	On 20 November 2014, a Customer made a complaint that money was taken out of the account, however they claimed that they were told they would not be covered because they were under weight. They also claimed that they were not made aware that money was going to be taken out of their account.	Customer remediated on 27 November 2014 through a payment of \$98.
109.	ClearView Life Assurance Limited	On 10 December 2014, a Customer called to cancel their policy and also sent an email confirming this but it was not actioned.	Customer remediated on 19 June 2015 through a payment of \$39.60.
110.	ClearView Life Assurance Limited	On 17 December 2014, a Customer made a complaint in relation to the service received.	Customer remediated on 6 January 2015 through a payment of \$220.92.
111.	ClearView Life Assurance Limited	On 22 December 2014, a Customer disputed that they had not actually bought the policy and believed that they should not have been charged any premiums. They requested a cancellation and refund of premiums and has requested the call recording.	On 4 February 2015 the complaint was resolved for a total amount of \$808.14.
112.	ClearView Life Assurance Limited	On 23 December 2014, a Customer notified ClearView of its dissatisfaction with its service received and requested a refund of premiums paid.	The Customer remediated on 6 January 2015, the complaint was resolved through a payment amount of \$220.92.
113.	ClearView Life Assurance Limited	On 14 January 2015, a Customer's brother made a complaint stating that the Customer was coerced into taking the policy out and wanted information of how the Customer came to have bought the policy.	On 6 March 2015, CLAL remediated the Customer with a net benefit payment of \$5,549 and a further payment of \$5,449.
114.	ClearView Life Assurance Limited	On 15 January 2015, a Customer had a complaint regarding their policy cancellation.	Customer remediated on 3 February 2015, through a payment of \$75.
115.	ClearView Life Assurance Limited	On 21 January 2015, a Customer claimed to have received an SMS at 12:10pm saying that CLAL will deduct their premium on 31 January 2015. The Customer claimed that they had called ClearView on 16 January 2015 to cancel their application. The Customer wanted confirmation in writing from CLAL.	On 22 January 2015 the complaint was resolved and all payments on the application were cancelled on 16 January 2015.
116.	ClearView Life Assurance Limited	On 22 January 2015, a Customer complained that CLAL had been charging them two premiums on two policies since August 2014. When they took the new Life policy out in August 2014, they were advised that this new policy would replace their old Funeral insurance policy. The Customer's computer was hacked and their bank account and other information had been hacked into as well, and because of that they never realised that CLAL had been debiting their account for two premiums. The Customer requested a refund on premiums paid on their policy since August 2014 as they financially cannot afford it.	On 2 March 2015 the complaint was resolved through refunding the Customer the total amount of premiums over the two months.
117.	ClearView Life Assurance Limited	On 28 January 2015, a Customer rang to cancel their policy and was instructed to put the request in writing. He subsequently rang a week later and said he has been charged another months premium. ClearView stated no request in writing was received. He subsequently sent the request and it was cancelled. It was then decided to refund that months premium.	On 28 January 2015, the Customer was refunded all premiums paid of \$75.
118.	ClearView Life Assurance Limited	On 29 January 2015, a Customer requested an increase to their insured sum. Instead of completing this, the Agent offered them a new policy. The premiums then paid on the previous policy were not used to pay the new policy.	ClearView changed the Customer's policy to the agreed level of cover and refunded them for the premium paid on the old policy which was an amount of \$766.98.
119.	ClearView Life Assurance Limited	On 10 February 2015, an income protection claim by the Customer was denied based on the medical evidence available and the definition of 'accident' in the policy. The claim was escalated to FOS (Case no. 428402).	Customer remediated on 8 May 2015 through a payment of \$14,009.43.
120.	ClearView Life Assurance Limited	On 18 February 2015, a Customer made a complaint stating that they had two Accidental Death policies taken out in their name and they had been paying for both.	On 27 February 2015, CLAL resolved the complaint by cancellation the duplicate policy and refunding the Customer \$561.00.
121.	ClearView Life Assurance Limited	On 23 March 2015, a Customer complained that they were mis-sold an injury cash insurance policy after their claim was denied. The complaint was escalated to FOS.	On 10 August 2015, a determination was received from FOS where the Customer was to be paid \$2,000 which included the policy

Entry	Entity	Conduct	Resolution
			premiums. On 19 August 2015, FOS confirmed that the case was closed.
122.	ClearView Life Assurance Limited	Prior to April 2015, it was identified that up to 85 Customers had been contacted without prior consent, and 16 of those Customers were on a Do Not Call Register. The leads had been provided by Omnilead and as a result CLAL reviewed Omnilead's QA testing methodology.	As at 27 April 2015, Omnilead was suspended as a lead source pending the outcome of the internal investigation.
123.	ClearView Life Assurance Limited	On 9 April 2015, the Customer says that they requested by facsimile that their policy be cancelled. On 21 April 2015, the Customer contacted CLAL as they discovered that their policy had not been cancelled. The Customer requested a refund of the premium. The Customer referred their complaint to FOS (Case Number 406437).	On 28 August 2015, CLAL resolved the matter through a payment of \$575.37 to the Customer.
124.	ClearView Life Assurance Limited	On 12 May 2015, a Customer's father called to say that he was not happy the Customer was set up on a cover, when the Customer had a disability and was concerned with the sales team's practices.	Customer remediated on 29 June 2015 through a payment of \$118.
125.	ClearView Life Assurance Limited	On 25 May 2015, a Customer complained that they sent instructions in February 2015 to cancel a policy which was not actioned.	Customer remediated on 27 August 2017 through a payment of \$1,958.19.
126.	ClearView Life Assurance Limited	On 1 June 2015, a Customer complained about having two policies when they wanted them to be combined, and was sold a product while another policy was in force.	On 5 June 2015, the complaint was resolved through a refund of the premium paid on the additional policy, and required the policy to be formally cancelled prior to payment being made.
127.	ClearView Life Assurance Limited	On 17 June 2015, a third party raised a complaint on behalf of the Customer stating that the Customer was sold a policy, when they could not afford it and had disclosed that they were in receipt of benefits.	The matter was resolved on 11 November 2015 for \$39.40 representing the premiums paid and \$20.00 for any dishonour fees the Customer may have incurred.
128.	ClearView Life Assurance Limited	In July 2015 a Customer complained to ClearView about confusion surrounding the direct debits taken from their bank account.	Customer remediated on 12 August 2015 a payment of \$486 was made to the Customer.
129.	ClearView Life Assurance Limited	On 3 July 2015, a Customer made a complaint stating that there were two Accidental Death policies taken out in the names of two Customers and they had been paying for both.	Customer remediated on 5 August 2015, by cancellation of the duplicate policy and payment to the Customer \$36.52.
130.	ClearView Life Assurance Limited	On 8 July 2015, ClearView received a call from the Customer regarding a cancellation request on the 8 July 2015 that was not executed until 20 July 2015.	Customer remediated on 29 July 2015 through a payment of \$42.67.
131.	ClearView Life Assurance Limited	On 22 July 2015 a Third Party called enquiring as to why ClearView had been charging premiums to their bank account when they didn't have a policy.	Third Party remediated on 25 August 2015.
132.	ClearView Life Assurance Limited	On 23 July 2015, a Customer made a complaint stating that they did not receive any paperwork in relation to their policy, wanted their policy cancelled and premium refunded.	Customer remediated on 30 July 2015, through a refund of \$270.00.
133.	ClearView Life Assurance Limited	On 29 July 2015, the Customer notified CLAL that their smoker status, on a policy that was taken out on 10 July 2014, was wrong.	Customer remediated on 18 August 2015, through a payment of \$387.02.
134.	ClearView Life Assurance Limited	On 18 August 2015, a Customer complained that they were provided with false and misleading information in relation to the purchase of a life insurance policy.	Customer remediated on 24 August 2015, when the policy was cancelled and the Customer was refunded \$728.40.
135.	ClearView Life Assurance Limited	On 25 August 2015, ClearView received a call from a Customer regarding cancellation of his policy and demanding a refund for two policies.	ClearView agreed to refund the Customer \$90.16 and \$45.22 in goodwill for the policies to finalise the matter.
136.	ClearView Life Assurance Limited	On 9 September 2015, ClearView received a complaint from the Customer requesting the cancelation of a policy and a refund.	Customer remediated on 10 September 2015, the Customer was refunded \$39.60.

Entry	Entity	Conduct	Resolution
137.	ClearView Life Assurance Limited	On 21 September 2015, ClearView received a phone call from a Customer regarding a policy that should not have been charged to them.	On 1 October 2015 a payment of \$241.77 was made.
138.	ClearView Life Assurance Limited	In November 2015, ClearView received an email from a Customer stating that ClearView had incorrectly recorded that they had not received the Customer's premium payment and had over charged the Customer by incorrectly marking the Customer as a smoker.	On 19 November 2015 customer was remediated for the amount of \$339.54.
139.	ClearView Life Assurance Limited	On 4 December 2015 ClearView received a complaint from a Customer regarding continuous deduction of monthly premiums for an expired policy from their partner's debit card.	ClearView investigated the complaint and the policy had expired on 17 May 2015. The Customer was refunded for the amount of \$155.40 for the monthly premiums.
140.	ClearView Life Assurance Limited	On 7 December 2015, a Customer called to query the status of the policy and a complaint regarding broken ribs inclusions in the Broken Bones Benefit.	Customer remediated on 3 February 2016 through a payment of \$2,000.
141.	ClearView Life Assurance Limited	On 8 December 2015, ClearView received a complaint from a Customer regarding the way they were treated during their TPD claim.	ClearView reassessed the claim and the Customer was refunded \$10,642.93 on 18 February 2016.
142.	ClearView Life Assurance Limited	As at 18 December 2015, ACMA had received two complaints, since 28 October 2015, that two telemarketer telephone calls were made, or caused to be made, by Your Insure Pty Ltd which may have contravened the Do Not Call Rules.	An apology letter was written to ACMA which referred to the organisation's disengagement of Your Insure Pty Ltd.
143.	ClearView Life Assurance Limited	On 8 January 2016, an Agent of the organisation fraudulently sold a life insurance policy after being told multiple times by an underwriter that it should be declined. The employee also changed an answer on an underwriting application in order to get the policy approved.	The employee's employment with the organisation was terminated.
144.	ClearView Life Assurance Limited	On 12 January 2016, a dispute was submitted to FOS regarding a complaint submitted to ClearView on 15 December 2015. The complaint was regarding delays in processing the Customer's claim (case No. 425391).	On 5 February 2016 the Customer was remediated through a payment of \$246,338.
145.	ClearView Life Assurance Limited	In March 2016, a Customer sent instructions informing of a change of Adviser for their ClearView policies, however, the instructions did not mention an existing ClearView policy. The Customer made a complaint about being charged premiums for the policy.	On 19 April 2016, all premiums were refunded to the Customer in the amount of \$579.48. On 2 May 2016, CLAL cancelled the policy.
146.	ClearView Life Assurance Limited	On 17 March 2016, a notification was made to ASIC reporting two breaches of s1015D(2)(a) of the <i>Corporations Act</i> because ASIC Form FS88 was not lodged in respect of the BUPA Life Insurance and Injury Cash Insurance Short-Form PDS issued by CLAL on 28 December 2015. When lodging the FS88, it was discovered that no FS88 had been lodged for the PDS issued 16 April 2012 and in use prior to the December 2015 PDS. (ASIC Ref 9670/169)	On 29 March 2016, ASIC proposed to take no further action.
147.	ClearView Life Assurance Limited	On 26 March 2016, a Customer raised a complaint regarding a refund of interest on their account.	Customer remediated on 29 March 2018, through a payment of \$20.19 to the Customer.
148.	ClearView Life Assurance Limited	On 1 April 2016, ASIC sent a letter to CLAL regarding concerns of a possible contravention of s992A(3) of the <i>Corporations Act</i> regarding the prohibitions on hawking. A review was undertaken and CLAL reported on 4 May 2017 that it was unable to verify that anti-hawking requirements had been met with respect to 278,664 calls.	As part of the remediation, relevant call scripts were updated, induction and ongoing training material was amended, and all agents were retrained. The quality assurance checklist to specifically check for anti-hawking was updated. The direct business was closed on 1 May 2017.
149.	ClearView Life Assurance Limited	On 22 April 2016, the organisation received a request from a Customer for a refund of one months' premium due to a cancelation in the policy.	Customer remediated on 9 June 2016 through a payment of \$226.72.
150.	ClearView Life Assurance Limited	On 6 May 2016, a Customer made a complaint in relation to its reissuance of a policy into the name of the Customer's SMSF, which resulted in a subsequent premium rate increase being applied.	Customer remediated on 22 June 2016, through a payment of \$1,652.73.

Entry	Entity	Conduct	Resolution
151.	ClearView Life Assurance Limited	On 9 May 2016, the Customer cancelled the policy due to an increase in premiums and claimed that ClearView made an error when the policy was originally set up.	The complaint was resolved for a total amount of \$1,652.73 to the Customer's nominated SMSF bank account.
152.	ClearView Life Assurance Limited	On 18 May 2016, a Customer made a complaint regarding the automatic debit of a monthly premium which was subsequent to the Customer's signed request to suspend the Cover Benefit of their policies.	Customer remediated on 18 May 2016, the matter was resolved through a payment of \$162.41.
153.	ClearView Life Assurance Limited	On 26 May 2016, the organisation received a complaint from a Customer regarding its decision to defer the making of a final determination with respect to the claim made by the Customer for benefits under their Terminal Illness Cover.	The organisation made a determination to approve the claim for benefits under their Terminal Illness Cover.
154.	ClearView Life Assurance Limited	On 2 June 2016, a Customer, submitted an income protection claim. The claim was declined as their surgery occurred during the application process and before the income protection cover was in force. On 22 June 2016, the matter was referred to FOS (no. 453659) on the grounds of ClearView's delay in processing the initial policy, impacting the grounds for the Customer's claim.	On 5 December 2016, the complaint was resolved through payment of \$2,209.62 in addition \$2,000 already paid. The file was closed by FOS on 8 December 2016.
155.	ClearView Life Assurance Limited ClearView Life Nominees Pty Ltd	On 7 June 2016, a complaint notification was received from FOS (Case no 442098) on behalf of a Customer, after their application for an income protection claim was declined and the policy was avoided. On 5 October 2016, the complaint was referred by FOS to SCT referencing FOS terms of reference, due to the insurance policy being provided through the Superannuation fund.	Customer remediated on 13 June 2018, the matter was resolved through a total payment of \$4,702.77 plus interest and a refund to the superannuation fund for the premium amount of \$3,509.99.
156.	ClearView Life Assurance Limited	On 21 June 2016, it was identified that the BUPA Direct Marketing pack did not include an 'opt out' call to action. This was reported as an internal incident. This was a possible breach that was assessed to have occurred on 27 April 2016.	The pack was to be updated to include an 'opt out' call to action included. The remediation completion date was expected to be by 27 July 2016, depending on BUPA.
157.	ClearView Life Assurance Limited	As at 30 June 2016 there was an outstanding dispute with one legacy Term Life Customer. Based on information available and under the policy terms, the disputed claim was regarding the determination to pay benefits under Terminal Illness cover that was deferred.	In September 2016, following an internal investigation, the payment was made.
158.	ClearView Life Assurance Limited	On 15 August 2016, a Customer complained of monies being taken from his account after requesting cancellation of their funeral insurance policy.	On 14 September 2016, the Customer was remediated through a payment of \$45.76.
159.	ClearView Life Assurance Limited	On 30 August 2016, a Customer made a complaint following their instruction to cancel their ClearView LifeSolutions policy.	The Customer was remediated through a payment of \$1,004.
160.	ClearView Life Assurance Limited	On 16 November 2016 a Customer made a complaint stating that the verbal cancellation request was not actioned.	The Customer was remediated through a payment of \$82.49.
161.	ClearView Life Assurance Limited	On 24 November 2016, a Customer made a request for their policy to be cancelled, however this was not actioned.	Customer remediated on 16 January 2017 through a payment of \$2,359.80.
162.	ClearView Life Assurance Limited	On 24 November 2016, a Customer informed Clearview that they did not know that their policy was in force because they had not received a renewal for the last 2 years.	The complaint was resolved through a payment of \$2,359.80.
163.	ClearView Life Assurance Limited	On 5 December 2016, CLAL withdrew \$20,000 from a Customer's pension account at an urgent request. The withdrawal had adverse consequences on the Customer's financial position, leaving them out-of-pocket in Centrelink benefits by \$1,956.94 for the financial year.	On 17 March 2017, the Customer was remediated through a payment of \$1,956.94.
164.	ClearView Life Assurance Limited	On 20 December 2016, a Customer complained that they were charged a monthly premium after their cover was cancelled.	Customer remediated through a refund of \$427.

Entry	Entity	Conduct	Resolution
165.	ClearView Life Assurance Limited	On 6 January 2017, a Customer requested to cancel their injury cash insurance policy on the basis that they had not been given appropriate details on the original sales call in June 2012.	On 20 February 2017, the Customer was remediated through payment of \$2,257.20.
166.	ClearView Life Assurance Limited	On 30 January 2017, a Customer made a complaint to FOS in respect of their insurance policy, and the amount that they was being charged (Case no's 523912 and 530024).	On 25 May 2018, the matter was resolved through a 10% discount being applied to the current annual premium and a payment of \$235.40.
167.	ClearView Life Assurance Limited	On 6 February 2017, a Customer lodged a claim with respect to a knee injury sustained on 24 January 2017. On 11 November 2016, the Customer lodged a claim with respect to a wrist injury sustained on 18 October 2016. On 18 May 2017, the Customer lodged a complaint with the FOS regarding delays with the assessment of their claims.	The matter was resolved through a payment of \$15,134.64.
168.	ClearView Life Assurance Limited	On 10 February 2017, a Customer claimed that they were misinformed and told that upon a claim on the policy, that their estate would receive the policy sum insured plus the return of any premiums paid in excess of the policy sum insured.	The Customer was remediated through a payment of \$5,621.85.
169.	ClearView Life Assurance Limited	On 28 February 2017, a Customer expressed their concerns that premium payments were still taken out from the SMSF to pay for a life insurance policy even though the Customer sent instructions by email on 22 February 2017 to cease this following a divorce.	Customer remediated on 3 May 2017, the complaint was resolved, the policy was cancelled and the Customer was reimbursed a total amount of \$111.31.
170.	ClearView Life Assurance Limited	On 27 March 2017, the Customer made a complaint regarding the time to process their claims.	Customer remediated on 10 July 2017, through a Deed of Release, including a payment for \$15,134.
171.	ClearView Life Assurance Limited	On 31 March 2017, a Customer made a complaint with regards to a phone call they had with CLAL and an irregular payment from their account.	CLAL conducted a reconciliation of premium payments made in the policy to identify what the error was. During the investigation, it was discovered that policy increases were not applied to reflect the Customer's age. This resulted in an additional direct debit of \$93.80 made to the nominated bank account to 'catch up' on premium payments. However, the Customer was not informed of the transaction prior to it being made. CLAL apologised to the Customer.
172.	ClearView Life Assurance Limited	On 3 April 2017, the Customer wanted to claim under their policy as they were made redundant. The Customer expressed concern that during the original sales call they were led to believe that the policy would pay should you become involuntarily unemployed or made redundant. Upon investigation, ClearView confirmed that the appropriate disclosures were clearly indicated to the Customer.	Customer remediated under a Deed of Release which included a payment of \$4,000.
173.	ClearView Life Assurance Limited	On 2 May 2017, a Customer raised a complaint through their solicitor, Maurice Blackburn Lawyers, regarding ClearView's decision to deny their claim for income protection and business expense cover due to non-disclosure of pre-existing mental health conditions.	On 8 December 2017, amended conditions were advised to the external lawyers. As at August 2018, the Customer's lawyers were yet to respond and it is understood that the Customer was unwell and that this is the reason for the non-response from the Customer's lawyers.
174.	ClearView Life Assurance Limited	On 25 May 2017, a Customer complained regarding continued premium payment deductions after their policy was cancelled in February 2015.	On 23 August 2017, remediated the Customer through a payment of \$1,445.58.
175.	ClearView Life Assurance Limited	On 14 June 2017, a Customer contacted CLAL regarding the affordability of their MBF Estate Cover.	The Customer was remediated on 25 July 2017 with \$1,364 applied as a premium payment, and \$508 paid to the Customer.
176.	ClearView Life Assurance Limited	On 14 July 2017, a Customer lodged a complaint stating that they was confused as to why they was set up on two policies. The complaint was referred to IDR.	On 11 August 2017, the complaint was resolved for a total amount of \$617.16.
177.	ClearView Life Assurance Limited	On 16 July 2017, a Customer complained about being sold two policies. On 5 May 2017, a Customer was initially sold a policy and then sold another one of 2 June 2017. The Agent did not know of other policy currently in place.	On 27 July 2017 the Customer was refunded the premiums paid on one of the policies.

Entry	Entity	Conduct	Resolution
178.	ClearView Life Assurance Limited	On 19 July 2017, a Customer lodged a complaint that their existing policy was still in place even after the establishment of new policies. The complaint was referred to IDR.	On 28 September 2017, the complaint was resolved with the policy cancelled effective 2 May 2016 and all premiums paid since 19 April 2016 were refunded.
179.	ClearView Life Assurance Limited	On 18 September 2017, a Customer disputed a second policy established in their name and requested a refund of premiums paid.	Customer remediated on 3 November 2017, when the Customer was refunded \$1,312.16.
180.	ClearView Life Assurance Limited	On 29 September 2017, a complaint was made regarding estate cover with MBF that was taken out on 5 July 2007 and that the premium levels, particularly that the total premiums paid, were in excess of their sum insured on funeral cover. On 22 June 2018, the matter was escalated to FOS (Case No. 533098).	To resolve the issue CLAL provided a discount of 32.55% of the premium, and waived \$1,525.32, however the matter remains open with FOS.
181.	ClearView Life Assurance Limited	On 13 October 2017 a Customer complained that they were not being given the opportunity to lodge a claim. The complaint went to FOS.	On 28 February 2018 a letter was sent to the Customer which stated that in addition to the benefit paid, the Customer was being refunded \$3,700 in full settlement of this claim, an amount of \$370 was also transferred under the Reward Cover Benefit.
182.	ClearView Life Assurance Limited	On 19 October 2017, a Customer submitted a complaint via telephone and an acknowledgment letter sent on the same day as the Customer had sustained multiple injuries as a result of the accident. The Customer took out injury cash insurance policy, but when they tried to claim they were told it was outside of their policy.	The Customer was remediated on 22 January 2018 through a payment of \$10,000.
183.	ClearView Life Assurance Limited	On 24 October 2017, a Customer complained that their policy showed a larger than usual amount for annual increase in fees. The Customer stated that they were never aware that the premium would increase with age after the first 3 years.	Customer remediated on 8 December 2017, by the Customer being offered level premium rate and payment of \$82.16.
184.	ClearView Life Assurance Limited	On 24 October 2017 a Customer made a complaint claiming that they was never told of a premium increase.	The Customer was remediated through payment of \$349.29 on 5 January 2018.
185.	ClearView Life Assurance Limited	On 2 November 2017, a Customer made a complaint in regards to the premium payments that were collected by direct debit against their request.	On 18 December 2017, a payment of \$1,299.97 was made to the Customer.
186.	ClearView Life Assurance Limited	On 8 November 2017, a Customer called to complain about premium increases stating that the sales Agent said that increases would not occur for three years.	On 27 November 2017, the Customer was remediated through a payment of \$173.52.
187.	ClearView Life Assurance Limited	On 15 November 2017, the Group Compliance Report cited the following complaint referred to FOS that related to a Disputed Claim – MBF Accidental Death Plan	As at 15 November 2017, the claim was settled by CLAL and was closed at FOS.
188.	ClearView Life Assurance Limited	On 16 November 2017 a Customer made a complaint in relation to their claim under their insurance policy. The Customer provided financial records that showed that they are unable to support a monthly benefit.	Resolved that the full benefit of \$3,306.33 was to be paid to the Customer. The matter was closed on 12 January 2018.
189.	ClearView Life Assurance Limited	On 27 November 2017, a Customer contacted ClearView stating that they had never wanted to sign up to a ClearView policy and that they had made this clear to their financial adviser.	On 12 January 2018, a determination letter was sent to the Customer and the Customer was refunded \$6,560.10 as the decision was made to cancel the policy since inception.
190.	ClearView Life Assurance Limited	As at 31 December 2017, there were was a FOS complaint relating to a premium increase for Estate cover.	As at 13 June 2018, a settlement has been negotiated with the Customer and have advised the relevant tribunals to close the disputes.
191.	ClearView Life Assurance Limited	On 3 January 2018, a Customer complained that they had cancelled their policy and sought a refund for premiums paid after the cancellation date.	The matter was resolved through a payment of \$372.60.
192.	ClearView Life Assurance Limited	On 5 January 2018, a Customer's spouse lodged a FOS complaint (Case no 501978) regarding a ClearView Family Protection policy, particularly in relation to incorrect policy information such as address details being outdated and	As at January 2018, ClearView received a valid policy cancellation request which has been completed. FOS has therefore closed this case.

Entry	Entity	Conduct	Resolution
		regarding ClearView's refusal to provide the spouse certain details of the policy or make changes to the policy until they were able to provide a power of attorney or written authority.	
193.	ClearView Life Assurance Limited	On 15 January 2018, a Customer lodged a complaint requesting to cancel their policy from its inception.	On 2 March 2018 the policy was cancelled from inception and \$2,094.32 was refunded to the Customer.
194.	ClearView Life Assurance Limited	On 22 January 2018, a Customer made a complaint regarding their annual premium debits on their policies, and that these were made against their requests.	On 1 March 2018, the Customer was remediated through a cancellation of the policies and a refund of premiums.
195.	ClearView Life Assurance Limited	On 24 January 2018 a Customer made a complaint in relation to a dispute of declined income protection and life conversion benefit claims. The declines were in respect of the income protection claim not meeting the waiting period requirements and the Life Conversion Benefit simply not meeting the terms.	The current status of the complaint is closed as CLAL accepted the income protection claim.
196.	ClearView Life Assurance Limited	On 29 January 2018, a representative of a Customer made a complaint regarding the premiums on their longstanding policy.	On 1 June 2018, the Customer's complaint was resolved through applying a 30% discount to the policy premiums.
197.	ClearView Life Assurance Limited	On 4 February 2018, a Customer complained about the lack of communication confirming cancellation of their policy and a refund of the prepaid premiums.	Customer remediated on 28 February 2018, through a payment of \$389.44.
198.	ClearView Life Assurance Limited	On 8 February 2018 lawyers acting on behalf of a Customer following a denial of a claim.	On 26 February 2018, CLAL determined that the IP claim benefit decision remains the same.
199.	ClearView Life Assurance Limited	On 8 February 2018, due to an administrator error the policy cancellation wasn't completed and additional premiums were collected from the Customer.	An amount of \$8,546.01 was refunded to the Customer.
200.	ClearView Life Assurance Limited	On 9 February 2018 a Customer made a complaint that there was no authorisation to debit money from the Customer to pay another individual's policy.	Customer remediated. The matter was closed on 13 March 2018. The matter was resolved by cancelling one policy and by a payment of \$2,060.85.
201.	ClearView Life Assurance Limited	On 15 February 2018, a Customer sent a complaint to ClearView Insurance stating that they were unhappy with the increase in premiums over time.	On 13 April 2018, the matter was resolved by ClearView providing a further 20% discount on the policy in addition to the 10% already provided.
202.	ClearView Life Assurance Limited	On 15 February 2018, due to an administrator error, an incorrect process was used to cancel the Customer's periodic debit.	The Customer was refunded \$436.15
203.	ClearView Life Assurance Limited	On 22 February 2018 a Customer called to lodge a complaint regarding her policy premiums and level of cover for her Family Protection Policy as they claimed to have agreed to a reduction in the level of cover as well as a 10% discount, however the reduction in the level of cover had not been actioned.	On 25 March 2018, a payment of \$408.47 was made to the Customer. The Customer's sum insured was modified and the premium was changed to \$109.25.
204.	ClearView Life Assurance Limited	On 26 February 2018, a Customer made a complaint to FOS regarding their premiums, on the basis that they thought their premiums would be locked at age 75 for a lower amount than what was debited from their account.	As at 22 May 2018, FOS closed the case, and the matter was resolved with the Customer with a discounted policy and payment of \$120.25.
205.	ClearView Life Assurance Limited	On 5 March 2018 a Customer made a complaint about removing their Adviser from the Policy. The Customer had requested that the Adviser not be notified about the enquiry.	An apology was provided to the Customer for unpleasant customer experience and the Customer was provided 2 gold class event tickets. The matter was closed on 22 March 2018.
206.	ClearView Life Assurance Limited	On 15 March 2018, a Customer raised concerns regarding policy premiums.	On 16 May 2018, a payment was made to the Customer for \$331.26.

Entry	Entity	Conduct	Resolution
207.	ClearView Life Assurance Limited	On 20 March 2018, a Customer made a complaint regarding the increase in their premium.	The current outcome is resolved with no payment required. The matter was closed on 15 May 2018. The Customer's policy was cancelled as requested by the Customer.
208.	ClearView Life Assurance Limited	On 21 March 2018 a Customer made a complaint as they were under the impression that payment would cease when their premiums paid have reached \$5,000.00.	The matter was closed on 9 May 2018. The Customer was remediated by applying a 10% loyalty discount, and changing the Customer's premium rate going forward to the age 75 rate, applicable to their sum insured amount of \$5,000. This premium will continue to apply until the policy anniversary after the Customer's 90th birthday, where all further premiums will be waived.
209.	ClearView Life Assurance Limited	On 26 March 2018, a Customer made a complaint regarding cancellation and refund.	On 29 March 2018, a payment of \$20.19 was made to the Customer.
210.	ClearView Life Assurance Limited ClearView Life Nominees Pty Limited	On 4 April 2018, a complaint was filed on behalf of a Customer's estate alleging delays in communication regarding the death claim.	On 10 July 2018, a letter was sent to the Customer's estate representative advising that the Claims team were awaiting medical records to continue with the assessment of the death claim.
211.	ClearView Life Assurance Limited	On 13 April 2018, a Customer lodged a complaint with FOS they were not satisfied with the policy premium increase without their consent (Case No 523402).	The Customer was offered the CPI increase portion of the premium increase and the matter was resolved on 25 June 2018.
212.	ClearView Life Assurance Limited	On 17 April 2018, a complaint was received from FOS regarding a Customer who requested that their NRMA legacy policy cover them until death and not expire at age 85.	On 28 May 2018 CLAL resolved the matter with the Customer confirming that the policy will be retained till age 85 and after their 85 th birthday a new similar policy will be issued to cover them from age 85 to age 99.
213.	ClearView Life Assurance Limited	On 22 June 2018, a Customer made a complaint with FOS regarding their premium (Case No 53309).	This matter is currently ongoing.
214.	ClearView Life Assurance Limited	On 26 June 2018, a Customer escalated an enquiry dating back to 12 June 2018 about a discrepancy of \$815.13 due to an incorrect date.	This is an ongoing complaint no determination made yet.
215.	ClearView Life Assurance Limited	On 2 July 2018, a Customer made a complaint in relation to an Adviser. This Customer called to make a first report of a claim. The Customer was told by the Adviser that after the last claim, their cover had been changed to an agreed value.	The current status of the complaint in progress.
216.	ClearView Life Assurance Limited	On 3 July 2018, a Customer made a complaint about two policies which were sold by a Third Party Adviser.	The matter was resolved by the premium being refunded and the policies cancelled.
217.	ClearView Life Assurance Limited	On 5 July 2018, a complaint was lodged on behalf of a Customer. The complaint was in relation to the Customer's a family protection policy. The Customer made an objection to the policy being terminated on them turning a certain age without a payout being issued to them.	The current status of the complaint is in progress and the matter is being investigated.
218.	ClearView Life Assurance Limited	On 12 July 2018, a Customer made a complaint regarding the Injury Cash policy.	The current status of the complaint is in progress.
219.	ClearView Life Assurance Limited	On 13 July 2018, CLAL informed ASIC that 1,423 eligible Funeral Insurance policyholders had not received their applicable loyalty discount on their premium due to an oversight which resulted in a misconfiguration in the relevant computer software program.	CLAL is taking steps to remedy the breach, which includes writing to impacted Customers to explain the issue, provide a 5% discount on their policy and refund the overcharged premium and interest, which as at 10 July 2018 was a total of \$42,316.37. It is expected that these steps will be completed in 2018. ASIC is yet to respond to the breach notification.

Entry	Entity	Conduct	Resolution
220.	ClearView Life Assurance Limited	On 17 July 2018, a Customer made a complaint regarding a 50% refund on their policy. As part of the Consumer Remediation Program the Customer was offered a 50% refund on their premium, however they requested a 100% refund.	The current status of the complaint is in progress.
221.	ClearView Life Assurance Limited	On 24 July 2018, a Customer made a complaint in relation to the cancellation of a policy and the refund not being processed.	The complaint was resolved by 26 July 2018, through a payment of \$176.14.
222.	ClearView Life Assurance Limited	On 1 August 2018, a notification was made to ASIC reporting a breach of s912A of the <i>Corporations Act</i> because up to 23 policyholders, of 148, over the age of 65 were unlikely to have received the Age 65 Notice (the notice provided at least one month prior to a Customer's 65th birthday advising that their rights to take up benefits as a lump sum would finish on their birthday unless they otherwise had an income stream). The breach was identified on 18 July 2018 during the post-implementation review after the migration of legacy wealth products to a new wealth platform.	CLAL intend to roll out rectification from 15 August 2018, which will include notifying all policyholders over the age of 65 of their position, rights and options by 1 October 2018. ASIC is yet to respond to the breach notification.
223.	ClearView Life Assurance Limited	On 2 August 2018 a Customer made a complaint regarding a 50% refund on their policy. As part of the Consumer Remediation Program the Customer was offered a 50% refund on their premium, however they requested a 100% refund.	The current status of the complaint is in progress.
224.	ClearView Life Nominees Pty Limited	On 19 April 2013, a complaint was made relating a death benefit payable, and the identification of the right beneficiaries(s) of the Customer's benefit, and the meaning of 'child' and 'step child' in this context. CLN determined that the benefit should be equally divided between the Customer's daughter and step-child. This decision was contested and escalated to the SCT.	Complaint resolved. The SCT determined that the daughter should receive the benefit in full.
225.	ClearView Life Nominees Pty Limited	On 4 March 2014, an account closure request was received from a Customer however, a rebalance through the model portfolio of the account was submitted before the request had been properly processed.	Customer remediated on 19 June 2014 by a payment of \$3,342.54.
226.	ClearView Life Nominees Pty Limited	On 27 November 2017, a Customer made a complaint regarding ClearView LifeSolutions Super Policy that they do not want and requested a full refund of premiums paid.	On 12 January 2018, the ClearView Policy was cancelled from the date of its inception and a refund annual premium amount of \$6,560.10 was paid to the Customer's superannuation fund.
227.	ClearView Life Nominees Pty Limited	On 4 April 2018, a Customer made a complaint regarding delays and communication with a death claim. The complaint was in relation to: (a) the Customer being unhappy with the delays with the progression of the death claim assessment; (b) non-communication that has been provided for last 6 to 7 months of progress of claim to them; and (c) further documents required for disclosure investigations not being sought up front.	The claim is currently being assessed and the claims team is awaiting medical information from different health groups.
228.	ClearView Life Nominees Pty Limited	As at 2016, CLN noted the following incidents which had been resolved included: (a) on 15 July 2015, investors were entitled to a reduced input tax credit but full GST was applied; (b) 4 March 2016, excess monies were dispersed to Customers of the CRP; (c) 30 November 2015, annual statement issued to an investor was inaccurate as there was an error in relation to excess franking credits being applied to a listed security; and (d) 22 February 2016, purchase price reported on Centrelink schedules was overstated for one member of the CRP.	The issues were resolved: (a) the platform and application form were updated; (b) Private Label Customer funds would be reimbursed by CFSCS and funds would not be recouped from the Customers. Issues causing the error were rectified; (c) root cause was an administrator error, and tax statements were reissued; and (d) data was fixed and Centrelink schedules were updated with correct the information and explanation

Entry	Entity	Conduct	Resolution
229.	ClearView Life Nominees Pty Limited	<p>As at 2016, the following incidents which had been resolved internally:</p> <p>(a) 24 August 2015, FirstWrap USI was mistakenly used on the letter of compliance in the application form booklet for WealthSolutions Superannuation and Retirement Income.</p> <p>(b) 25 November 2015, ClearView Superannuation and Retirement Income Additional Information Brochure contains an inaccurate benchmark reference.</p>	<p>The issues were resolved by:</p> <p>(a) The correct number was included in the 1 October 2015 Application Form booklet. Observance of the internal due diligence procedures led to this error being picked up and should ensure that this error is not repeated.</p> <p>(b) ClearView have reviewed the benchmark disclosure and determined that the update to disclosure can take place at the next offer document roll.</p>
230.	ClearView Life Nominees Pty Limited	<p>The organisation did not action an investment which resulted in the customer being out of the market and losing on market returns.</p> <p>This conduct was caused by the following:</p> <p>(a) ClearView holding onto the money;</p> <p>(b) CFSCS advising the wrong USI;</p> <p>(c) State Super sending the money to the wrong entity.</p> <p>The Customer believed both ClearView and CFSCS should share the cost.</p>	<p>The outcome was that the Customer would be paid the amount of \$2,163.</p>
231.	ClearView Life Nominees Pty Limited	<p>In 2015 the organisation first identified that it had not complied with APRA Superannuation Reporting Standard 530:1 <i>Investments and Investment Flow</i> because of the incorrect reporting of the asset listing type for directly and indirectly held fixed interest.</p>	<p>As of 24 June 2015, APRA had a no action position on the matter.</p>
232.	ClearView Life Nominees Pty Limited	<p>In 2016, a complaint was made regarding a "mental illness" exclusion imposed on the Customer's TPD Cover. On 31 March 2016, the organisation responded to the complaint made to the AHRC. On 5 May 2016, the organisation provided additional information to the AHRC.</p>	<p>In June 2016, the complaint to the AHRC was withdrawn by the Customer.</p>
233.	ClearView Life Nominees Pty Limited	<p>In 2016, a Customer disputed the assertion that they had not disclosed certain pre-existing medical conditions when they made an application for LifeSolutions Super Income Protection Cover. The matter was referred to FOS.</p>	<p>On 24 April 2017, FOS closed the file and the matter was resolved.</p>
234.	ClearView Life Nominees Pty Limited	<p>In 2015, the following breaches or incidents were identified internally:</p> <p>(a) On 17 August 2015, a contribution was received and remained unallocated outside of the required legislative timeframe;</p> <p>(b) On 7 December 2015, contributions were not invested in the right time, but where in cash for longer;</p> <p>(c) On 9 March 2016, platform duplicated contributions were identified, which impacted two members of ClearView WealthSolutions Super and Retirement Income division of the CRP. Contributions were automatically invested; and</p> <p>(d) On 9 March 2016, the cash component of a transfer was received via a cheque that was part of an in-specie transfer. The moneys were treated as a contribution and applied to the account. Cash was invested in managed funds instead of remaining cash resulting in a delay in fund movement.</p>	<p>The organisation resolved the issue by:</p> <p>(a) the financial reconciliation tool identified the \$19,413.40 were at day 66 and remained unreconciled. The funds were then refunded;</p> <p>(b) all accounts reviewed, and 8 accounts identified as requiring compensation for not being invested in the respective IPS model selected for their accounts.</p> <p>(c) the root cause (system control) was identified; and</p> <p>(d) compensation calculations calculated for the impacted members for time out of the market was reviewed by the organisation. Compensation was applied to the account.</p>
235.	ClearView Life Nominees Pty Limited	<p>On 8 March 2013, a Customer sent the organisation a request for a pension variation, which indicated that pension payments should be paid from the Prudent Option (and that 100% of the balance be switched to this option). However, this did not happen.</p>	<p>On 12 April 2013, a letter was sent to the Customer offering a goodwill payment of approximately \$4,500 to rectify and close issue.</p> <p>On 16 April 2013, the Customer's account adjusted to a total of \$ 8,941.29</p>

Entry	Entity	Conduct	Resolution
236.	ClearView Life Nominees Pty Limited	On 15 April 2013, a compliance report stated that a Customer was paid out after an AR failed to fully consider the Customer's relevant personal circumstances prior to providing advice which resulted in the Customer incurring an excess contributions tax liability.	The Customer was reimbursed for \$28,157.75.
237.	ClearView Life Nominees Pty Limited	On 4 May 2013, a Customer made a complaint after contributions tax was incurred on a compensation payment of \$116,605.75.	The matter was resolved through a payment to the Customer's account of \$2,490.87.
238.	ClearView Life Nominees Pty Limited	On 17 September 2013, a complaint was made via FOS regarding a death only policy where the Customer had attempted to make a claim under a benefit not covered.	On 13 December 2013 ClearView provided a submission to FOS rejecting the claim as the Customer only requested a 'Death' only policy.
239.	ClearView Life Nominees Pty Limited	As at 10 December 2013, a Customer made a complaint about an error in process of a rollover/transfer of super request. The Customer submitted a form to rollover monies from another superannuation fund to ClearView, however it was transacted as a rollover from ClearView to the other superannuation fund in error.	On 24 January 2014, the amount of the rollover was returned to the correct account.
240.	ClearView Life Nominees Pty Limited	On 25 March 2014, the organisations completed initial enquires with the ATO, which revealed that the organisation was working off the incorrect specifications for ATO reporting in relation to Lost Members and Unclaimed Monies. The organisation checked with Business System and the last specifications provided to them was in 2008. The organisation was advised by the ATO that the new specifications were released on December 2013 version 6. The issue was that the organisation lodged an incorrect report for Unclaimed Monies to the ATO.	On 26 May 2014, CLN was advised by the ATO that the ATO would allow it to use the old specifications to lodge that return. Rectification of the ATO report and management processes followed.
241.	ClearView Life Nominees Pty Limited	On 30 April 2014, it was internally reported that contribution tax was applied twice and this was due to a glitch in the system.	On 10 December 2015 the system glitch was fixed and any affected Customers were refunded the extra tax deducted with compensation.
242.	ClearView Life Nominees Pty Limited	On 1 December 2014, a Customer's pension payment was run for their Wealth Foundations account in Acurity but the Customer did not have a nominated bank account so the payment was not made until January 2015. The Customer sought compensation for the loss of return.	Customer remediate on 4 March 2015, and the matter was resolved through a payment of \$85.50 to the Customer. Internal systems were amended to ensure non-bank account Customers with pension payments were flagged.
243.	ClearView Life Nominees Pty Limited	On 7 January 2015, CLN notified ASIC that five Customers of ClearView LifeSolutions had not been provided with their annual statements by 31 December 2014. On 7 January 2015, a copy of the notification made to ASIC was provided to APRA.	The breach was remedied by 9 January 2015 and on 20 January 2015, ASIC advised that they did not propose to make any further inquiries.
244.	ClearView Life Nominees Pty Limited	On 21 January 2015, the organisation identified that ATO requirements (TFN reports) were not being met for a WealthFoundations product because reporting parameters are being designed to meet requirement. No information found on whether the organisation's conduct was reported to ATO or any other body or customers.	Missed TFN reports were subsequently submitted to the ATO. (There was no action from the ATO). The WealthFoundations TFN process was corrected.
245.	ClearView Life Nominees Pty Limited	On 21 January 2015, the organisation failed to submit a TFN report to ATO. The organisation has an ATO reporting requirement to lodge any new pension TFN declarations on a weekly basis, which was not done since it launched WealthFoundations in October 2014.	On 6 March 15, the non-submitted TFN reports were submitted to the ATO and a process was implemented to properly run the report weekly and submit it to ATO.
246.	ClearView Life Nominees Pty Limited	On 17 February 2015, a Customer was invested into a Guaranteed Cash product, as opposed to the investment directed by the Customer.	On 2 March 2015, the matter was resolved through a payment of \$5,380 to the Customer.
247.	ClearView Life Nominees Pty Limited	On 20 March 2015, a Customer complained that ClearView reported incorrect information to Centrelink and this impacted their age pension.	An investigation concluded that this was a Customer error (not ClearView). No further action was taken.

Entry	Entity	Conduct	Resolution
248.	ClearView Life Nominees Pty Limited	On 1 April 2015, it was identified that that an administration set up issue for WealthSolutions resulted in non-CFA advised Customers not being rebalanced as intended. This resulted in some Customers being underinvested and drifting outside of target asset allocation ranges from April 2014 to January 2015.	The asset allocation that each Customer would have had if their portfolios were rebalanced correctly and the difference in value from their current asset allocation were determined and the Customers were paid compensation for incorrect asset allocation. Total Customer compensation was \$164,870.62.
249.	ClearView Life Nominees Pty Limited	On 13 April 2015, a Customer complained that a switch was not actioned when requested. An investigation into this complaint identified that the Customer was disadvantaged by \$183.34.	On 1 May 2015, the complaint was resolved through a payment of \$183.34.
250.	ClearView Life Nominees Pty Limited	On 6 May 2015, an incident was reported that the incorrect effective date was entered for a Customer and that resulted in the funds being invested in the default fund, Guaranteed Cash.	On 8 May 2015, the Customer was switched from Guaranteed Cash to IPS and compensation was paid to Customer.
251.	ClearView Life Nominees Pty Limited ClearView Life Assurance Limited	On 27 May 2015, a breach was identified where differing attributes, for example date of birth, sex, on the Customer master table and the risk benefit endorsement tables within the One Office system. This resulted in calculated premiums potentially being over or under charged, and/or incorrect stamp duty levied.	It was identified that premiums were overcharged to 32 policies amounting to a total of \$118,114 (and undercharged premium to 49 policies amounting to \$30,572). Compensation letters were provided to Customers about the premium overcharge error.
252.	ClearView Life Nominees Pty Limited	In August 2015 the Customer lodged a complaint with FOS in relation to a LifeSolutions Super TPD Claim. FOS considered the case should be dealt with SCT.	Matter closed as SCT did not contact CLN.
253.	ClearView Life Nominees Pty Limited	In September 2015 it was identified that four Customers potentially viewed the Centrelink schedules of up to 199 other members.	This matter has been resolved.
254.	ClearView Life Nominees Pty Limited	On 7 September 2015, a Customer received annual insurance statement which charged smokers rates when they had signed a non-smokers declaration.	The complaint was resolved through refunding the Customer the applicable premiums and correcting the Customer's policy.
255.	ClearView Life Nominees Pty Limited	In October 2015, it was discovered that when a Pension account has a switch pending, the current account balance on the Centrelink Schedule is displayed incorrectly. As Customers could generate their own Centrelink Schedule online it was determined that this was an incident as there was the possibility of incorrect information being provided.	This was resolved in December 2015 through a change in code of the Centrelink Schedule in Acruity.
256.	ClearView Life Nominees Pty Limited	On 4 November 2015, it was identified that a 3pm daily transaction cut-off rule had not been applied correctly for switch transactions requested through Acruity Online system since its inception in October 2014. The initial assessment was that a net total benefit of \$6,200 accrued to the Customer's accounts in concern.	The Acruity Online System was corrected. There was no Customer impact.
257.	ClearView Life Nominees Pty Limited	On 4 December 2015, certain Customers, who were pension members, did not receive their pension income due to a system issue. The pensions were paid manually and/ or as otherwise agreed with the Customers. This error resulted in ATO reporting issues.	The issue was resolved by reviewing the controls around CLN's software development to mitigate the risk of similar issues in the future. On 24 December 2015, the organisation sent a voluntary disclosure letter to the ATO notifying it of the issue and its rectification. On 5 January 2016, the ATO confirmed the resolution.
258.	ClearView Life Nominees Pty Limited	As at 4 December 2015, there was on matter regarding payment of a death benefit without probate.	ClearView resolved the complaint by releasing to the deceased's spouse the death benefit on execution of a Deed of Release.
259.	ClearView Life Nominees Pty Limited	On 22 January 2016, CFSCS received a request to purchase a \$250,000 term deposit for a ClearView SMA, however the SMA does not allow Term Deposits.	The organisation has rectified the error and placed the term deposit in the investors IDPS account for the same term deposit rate.
260.	ClearView Life Nominees Pty Limited	In February 2016, a complaint was referred to FOS, relating to the denial of a customer's claim under their Accidental Income Protection Cover on the basis that the claimed 'injury' did not fall under the term 'accident' according to the PDS.	The matter was resolved through a payment of \$14,009.

Entry	Entity	Conduct	Resolution
261.	ClearView Life Nominees Pty Limited ClearView Life Assurance Limited	In April 2016 it was identified that premiums had been accruing in a suspense account for LifeSolutions (impacting CLN and CLAL) and had not been cleared promptly. The amounts were allocated to this suspense account for a variety of reasons, including where for example, amounts received in excess of the required premium, system generated errors or agent errors. The process to clear the account required identifying how to apply the amounts in the account (for example, applying the premium to the policy, refunding additional amounts back to the Customer, in the super environment rolling over excess amounts into a super fund). A report was generated indicating there were approximately 4,700 policies on this report totalling an amount of \$898,804.94.	Clearing this segment account was made a priority and by May 2017, suspense account clearing of material long term items were completed. Prompt clearing of suspense amounts now forms part of business as usual.
262.	ClearView Life Nominees Pty Limited	In May 2016, an ongoing adviser service fee was charged on an individual Customer's account. Due to an administration oversight, the Customer's account number was not entered and an ongoing ASF of \$80 was charged to every active WealthFoundations Superannuation Customer. In the investigation of this error, it was found that there was not a validation on the particular 'Charge Fee' screen to make sure an account number is entered before a fee is charged.	The matter was resolved by reversing the overcharged amount to the Customer's account.
263.	ClearView Life Nominees Pty Limited	On 6 October 2016, a Customer complained about not being able to make contributions to the IPS Dynamic 70 model portfolio was 'locked for editing'. This means that no contributions were able to be added to the model portfolio (including SG contributions, regular facilities etc). The error occurred during training on how to update the model portfolios.	On 6 October 2016, a payment of \$2,557.04 was made to the Customer.
264.	ClearView Life Nominees Pty Limited	On 24 January 2017, a Customer complained about the delays in transferring funds from the full redemption of their ClearView Rollover Bond to a non-ClearView superannuation account.	A payment of \$780 was made to the Customer's non-ClearView superannuation account.
265.	ClearView Life Nominees Pty Limited	On 4 April 2017, a ClearView WealthSolutions SMA account was reopened to facilitate a deduction of an ad-hoc adviser service fee. However, due to a system error this resulted in an additional round of pro-rata fees to be duplicated.	An amount of approximately \$500 was compensated to the Customer.
266.	ClearView Life Nominees Pty Limited	On 20 April 2017, a Customer made a personal concessional contribution of \$35,000 into their super account for the 2015/16 FY with the intention to claim a tax deduction. Due to an administrative oversight the funds were recorded as a personal non-concessional contribution. The Customer commenced a ClearView legacy pension with their entire super balance of which the \$35,000 portion was transferred over as not being claimed. Under tax laws, deductible contributions are only allowed in super phase, and once a pension has commenced a deduction can no longer be claimed.	The Customer stated that due to ClearView's error he was penalised \$12,474.78 by the ATO. ClearView compensated the Customer.
267.	ClearView Life Nominees Pty Limited	On 25 May 2017, a Customer made a complaint that CLAL did not cancel their policies held after they sent a request to cancel them in February 2015.	CLAL refunded the premium charged to the Customer after they had requested their policy be cancelled.
268.	ClearView Life Nominees Pty Limited	On 27 June 2017 due to a human error the wrong unit price was used by the Wealth Administration team to process an application trade.	The impacted Customer was compensated by payment of approximately \$300.
269.	ClearView Life Nominees Pty Limited	On 5 September 2017, CLN notified APRA of a breach of APRA SPS 510 – Governance (SPS 510) by CLN between the period of 18 May 2016 and 24 August 2017. The breach related to the requirement under section 11 of SPS 510 for an RSE Board that establishes a material Committee to ensure that a director of the RSE Board is the Chair of the Committee.	No further action required as this breach was remedied. There was no Customer impact.
270.	ClearView Life Nominees Pty Limited	On 1 November 2017 the administrator for WealthSolutions identified inconsistencies between the pension valuation and pension commencement process. The calculation of Customer pension accounts was impacted.	The Customers' pensions were corrected and any relevant compensation was paid to the Customer. There are ongoing discussions with the ATO about ATO reporting or other ATO related impacts. Certain system fixes are still outstanding.

Entry	Entity	Conduct	Resolution
271.	ClearView Life Nominees Pty Limited	On 3 November 2017, CLN needed to complete the implementation of the contributions error response messaging via SuperStream. However, it had not implemented this process for LifeSolutions Super refunds.	On 27 November 2017, the breach was notified to APRA noting that CLN was compliant from 23 October 2017. APRA did not make further enquiry.
272.	ClearView Life Nominees Pty Limited ClearView Financial Management Limited	On 15 November 2017, the administrator noted an error in the processing of return of capital payment for 5 ClearView WealthSolutions Investment accounts (IDPS) and one ClearView WealthSolutions Retirement Income account was actioned incorrectly resulting in inaccurate quarterly statements for IDPS investors and a small overcharge of applicable fees. The total amount of fees overcharged is expected to be under approximately \$4,000 and will be refunded to the investors.	On 1 February 2018, the total amount of fees overcharged were refunded.
273.	ClearView Life Nominees Pty Limited	On 15 November 2017, the Group Compliance Report outlined a non-significant breach relating to new and lapsed LifeSolutions policy details not being reported to the ATO as required under the <i>Taxation Administration Act 1953</i> (Cth).	As at 15 November 2017, the breach has been rectified.
274.	ClearView Life Nominees Pty Limited	On 27 November 2017, CLN informed APRA that it had breached Superannuation Data and Payment Standards 2012 (the Standard) between 31 August 2017 and 23 October 2017. CLN informed APRA even though CLN's assessment was that this was a non-reportable breach. CLN breached section 34M of the SIS Act by not implementing contributions error response messaging by 31 August 2017, for the following products: (a) ClearView Superannuation and Rollovers and the ClearView Pension Plan; (b) ClearView WealthFoundations Super and Pension; and (c) ClearView LifeSolutions Super Rollover.	CLN refunded 22 contributions, documented the correct process and provided further training to staff members. The breach has been internally rectified and CLN deemed the breach to not be significant as it had no impact on the CRP or its members or member's interest.
275.	ClearView Life Nominees Pty Limited ClearView Life Assurance Limited ClearView Financial Management Limited	On 28 November 2017, a notification was made to ASIC reporting breaches of s1015D(2)(c) of the <i>Corporations Act</i> because CLN, CLAL and CFM had identified that ASIC Form FS90 had not been lodged in respect of certain products within the prescribed timeframe. The total number of breaches was 11, with 5 of them being 'legacy breaches' and only two breaches relate to conduct post 1 January 2013 (ASIC Ref 44641/17). On 3 May 2018, the breach was remedied by lodging the relevant ASIC Form FS90, and applied to ASIC for a fee waiver for part of the late fees which related to 'legacy breaches' which ASIC granted.	ASIC acknowledged the letter on 21 December 2017. There is no evidence of any further action by ASIC. On 22 February 2018, ASIC clarified the FS90 requirements.
276.	ClearView Life Nominees Pty Limited ClearView Financial Management Limited	As at 31 December 2017, there was a breach relating to Privacy in relation to member information sent to an unauthorised party by the administrator (1 occurrence for WealthSolutions IDPS and 2 occurrences for WealthSolutions Super).	Administration team is progressing with the governance around the use of the data and reviewing current reports as per Privacy Policy.
277.	ClearView Life Nominees Pty Limited	On 23 January 2018, an administrator error on the WealthSolutions platform impacted how CGT is calculated and reflected in reports under certain scenarios. This error may result in an overcharge/undercharge of CGT for superannuation and pension members. It has been determined from initial investigations that this has affected 38 WealthSolutions Superannuation and Retirement accounts.	As advised by the administrator, further investigations and analysis is being conducted on this incident and is being treated as a priority
278.	ClearView Life Nominees Pty Limited	On 3 April 2018, an email trail with a Customer was sent to another Customer.	The issue was remedied.
279.	ClearView Life Nominees Pty Limited	On 27 April 2018, a Customer's WealthFoundations pension account was closed without meeting the minimum requirement due to a processing error.	The Customer received a payment of approximately \$5,000.
280.	ClearView Life Nominees Pty Limited	On 30 April 2018 there was a complaint referred to the SCT relating to a Disputed Claim – LifeSolutions Super income protection cover.	As at 13 June 2018, a settlement has been negotiated with the Customer and the SCT has been advised to close the dispute.

Entry	Entity	Conduct	Resolution																
281.	ClearView Life Nominees Pty Ltd	On 5 November 2013, CLN notified APRA of a breach of s29E(1)(a) of the SIS Act, after its failure to provide the annual reports by 31 October 2013. The annual reports were submitted on 1 November 2013.	On 3 January 2014, APRA acknowledged the breach and the remedial actions with no further queries.																
282.	ClearView Life Nominees Pty Ltd	On 20 March 2014, CLN became aware of a failure to authorise the signing of the Responsible Board Certification as required by paragraph 50 of APRA Cross Industry Circular No 1 "Custodian Requirements for APRA Supervised Entities" (the Circular) and reported it to APRA on 24 March 2014.	There records available do not indicate that APRA took any further action.																
283.	ClearView Life Nominees Pty Ltd	On 30 May 2014, CLN notified APRA of a breach of SPS 521 – Conflicts of Interest, when CLN had incorrectly concluded that its Conflicts Management and Related Party Transaction Policy met the obligations of SPS 521 which had commenced on 1 July 2013. It discovered in February 2014, as part of its continuing review of compliance with APRA standards, that the obligations were not met. CLN remedied the breach by 30 April 2014.	APRA took no further action.																
284.	ClearView Life Nominees Pty Ltd	On 10 February 2018, a Customer complained because of an investment made in the guaranteed cash investment option when it should have been in IPS Dynamic 50. The period of incorrect investment was from 20 September 2016 to 6 September 2017.	Customer Remediated through a payment of \$21,188.26 to the Customer.																
285.	ClearView Life Nominees Pty Ltd	On 10 April 2018, it was recorded that a portion of the Customer's funds were invested into the wrong investment option when full switch was performed instead of a partial switch.	CLN made a payment of \$461.53 to the Customer's account.																
286.	ClearView Life Nominees Pty Ltd	On 10 April 2018, it was recorded that an account wasn't reverted from TTR to full allocated pension as it should have been. This was raised by the adviser's office as a disadvantage to the Customer as the earnings in a TTR are taxed at 15% as allocated pension earnings are not taxed.	CLN made a payment of \$1,303.45 to the Customer's account.																
287.	ClearView Life Nominees Pty Ltd	On 10 April 2018, it was recorded that the Customer had been incorrectly invested in the guaranteed cash investment option but rather than their investment pool (from 28 June 2017 to 31 January 2018).	CLN made a payment of \$17,237.18 to the Customer's account.																
288.	ClearView Life Nominees Pty Ltd	On 10 April 2018 it was recorded that, due to a system issue, the Customer had been incorrectly invested the guaranteed cash investment option for the period 18 January 2017 through to 22 March 2018.	CLN made a payment of \$7,776.74 to the Customer's account.																
289.	ClearView Life Nominees Pty Ltd	On 13 April 2018, it was recorded that the Customer turned 65 in September 2014 and had an existing TTR account with CLN. CLN did not automatically change this TTR into a full account based pension until May 2015. The impact for the Customer has been that their Centrelink payments have not been assessed under the 'deductable amount' rules she has been assessed under deeming rules.	CLN made a payment of \$3,000 to the Customer's account.																
290.	ClearView Life Nominees Pty Ltd	On 17 May 2018, CFSCS the external administrator advised that exit tax on account closures on the WealthSolutions platform was duplicating tax payment/refunds for 2017 even after the tax run for the year is completed.	This was due to a system error and the administrator is currently rectifying the issue																
291.	ClearView Life Nominees Pty Ltd	As at 29 May 2018, when a full withdrawal was processed on a WealthFoundations account it was deducting contributions tax. This should not occur as contributions tax is deducted at the time contributions are made. There were 5 members impacted by this issue. The root cause for this incident was a code which was introduced into Acurity with Wealth Migration to cater for Legacy accounts to have contributions tax deducted upon withdrawal, this was incorrectly applied to WealthFoundations account.	The code in Acurity was corrected and impacted accounts remediated.																
292.	Matrix Planning Solutions Limited (acquired 10 October 2014)	The following breaches were recorded by MPS of which 50 remain open as at August 2018:																	
		<table border="1"> <thead> <tr> <th>Category</th> <th>2013</th> <th>2014</th> <th>2015</th> <th>2016</th> <th>2017</th> <th>2018</th> <th>Grand Total</th> </tr> </thead> <tbody> <tr> <td>AML- KYC/OCDD</td> <td></td> <td>1</td> <td>2</td> <td>1</td> <td>5</td> <td>9</td> <td>18</td> </tr> </tbody> </table>	Category	2013	2014	2015	2016	2017	2018	Grand Total	AML- KYC/OCDD		1	2	1	5	9	18	
Category	2013	2014	2015	2016	2017	2018	Grand Total												
AML- KYC/OCDD		1	2	1	5	9	18												

Entry	Entity	Conduct						Resolution	
		Authorisation / Accreditation					1	2	3
		Best Interest Duty (BID)		10	20	3	6	24	63
		Credit Assistance		1					1
		Credit Quote		2					2
		Disclosure / Disclaimers	2	14	6	25	39	27	113
		Fact Find		9	20	11	11	17	68
		FDS		6	13	15	32	14	80
		FSG	2	4	6	10	12	10	44
		Implementation					3	11	14
		Inappropriate Process					3	1	4
		Opt In			1	4	3	3	11
		Other		2	5	25	36	10	78
		PDS		1	2	1	3	1	8
		Privacy	2	8	9	19	8	17	63
		Record Keeping				3	27	9	39
		Replacement	1	11	8	18	23	10	71
		ROA	3	10	2	7	7	8	37
		Service Agreement					8	11	19
		SoA		7	13	42	27	9	98
		Tax Act	1		2				3
		Time Critical		2	2	5	1	3	13
		Grand Total	11	88	111	189	255	196	850
293.	Matrix Planning Solutions Limited (acquired 10 October 2014)	The following incidents were recorded by MPS of which 42 remain open as at August 2018. Prior to 2015, MPS did not record incidents on a register, only breaches:							
		Category	2015	2016	2017	2018	Total		
		AML - KYC / OCDD			1	7	8		
		Authorisation/Accreditation	1	2	6	14	23		
		Best Interest Duty (BID)	4	10	4	1	19		

Entry	Entity	Conduct	Resolution
		Disclosure / Disclaimers	3 9 4 16
		Execution Only	4 4 8
		Fact Find	23 46 73 91 233
		FDS	1 1
		FSG	3 4 1 1 9
		Implementation	10 18 28
		Opt In	1 1
		Other	3 24 29 10 66
		PDS	1 1
		Privacy	1 1 2
		Record Keeping	37 87 114 80 318
		Replacement Product Advice	1 2 12 13 28
		RoA	1 9 22 11 43
		Service Agreement	1 1
		SoA	25 90 89 79 283
		Time Critical	2 2
		Grand Total	99 278 376 337 1,090
294.	Matrix Planning Solutions Limited (acquired 10 October 2014)	<p>In 2016 a review of the Head Office orphan accounts found a small number of clients had been transferred to the Head Office accounts with adviser service fees still being deducted.</p> <p>Clients can be attached to a Head Office orphan account for 2 reasons</p> <p>(a) The client has requested to the provider that they no longer want to have an adviser and the providers system does not have the ability for the account to not be attached to an adviser. Therefore the clients are attached to a head office account which the providers system considers "an adviser".</p> <p>(b) The adviser has left the licensee and has not transferred all of their clients to their new licensee or has left the industry. The provider will then move the clients to the head office orphan account.</p>	<p>A review of all the fees being charged was conducted and all providers were contacted to turn the adviser service fees off on the Head Office accounts. The total fees received by MPS from 2016 to 2018 were \$16,295.08 in relation to 38 client accounts.</p> <p>A new process was put in place that when an adviser leaves the licensee after 3 months all fees are turned off for any clients that have not been transferred to the new licensee by that time. (This relates to the transfer between licensees, not non-servicing of Customers).</p> <p>An annual check is also conducted for the Head Office Orphan accounts to ensure any clients have not instigated transfers themselves.</p>
295.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 15 January 2013, a Customer made a complaint in relation to policy advice provided by an AR, where the Customer says that they requested an income protection policy up to age 60, however the benefit period in the policy recommended expired one year prior to the Customer reaching 60 years of age.	On 27 March 2013, the matter resolved with the honouring the monthly benefit payments which resulted in a payment of \$96,000 over an 11 month period.

Entry	Entity	Conduct	Resolution
296.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 28 February 2013, FOS notified MPS of a dispute lodged by a Customer who was seeking compensation as a result of the advice provided by an AR, including advice in relation to the retention of investments and not being provided with a Fact Find or Financial Needs Analysis.	On 15 May 2014, the matter resolved subject to a Deed of Release, including a payment of \$106,243.34 to the Customer.
297.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 23 September 2013, the Customers lodged a dispute with FOS in relation to advice provided by an AR which they said was inappropriate given their circumstances and risk profile, and that the AR did not fully explain or disclose the risks associated with the advice.	On 2 September 2014, the matter was resolved by way of a Deed of Release, which included a payment of \$240,000.
298.	Matrix Planning Solutions Limited (acquired 10 October 2014)	In October 2013, a Customer made a complaint in relation to services provided by an Adviser in relation to a TPD claim.	On 26 November 2013, the matter was resolved subject to a Deed of Settlement and Release for the amount of \$6,500.00.
299.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 28 November 2013, the Customer made a complaint to FOS in relation to an SOA provided by an AR on 18 April 2012. The Customer said that a failure to make inquiries in relation to a source of inheritance resulted in a tax liability.	On 28 March 2014, the matter was settled for \$2,480.00 pursuant to a Deed of Settlement and Release.
300.	Matrix Planning Solutions Limited (acquired 10 October 2014)	Between 6 December 2013 and 10 December 2013, a transaction took place in relation to a Customer's account. On 16 December 2013 it was discovered that the transaction was not authorised by the Customer.	On 17 March 2014, the Customer was reimbursed for \$173,230, of which MPS was responsible for \$86,615.
301.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 19 December 2013, the Customer made a complaint to FOS in relation to the advice received from an AR during the period March 2008 to September 2013, which included advice on taking out a mortgage despite the Customer not having a regular income and changing the Customer's superannuation fund without their signed authority or consent.	On 21 May 2015, FOS provided its panel determination to uphold the recommendations and direct MPS to pay \$137,165.65 in compensation into the Customer's superannuation account, plus interest and legal costs.
302.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 7 January 2015, a Customer made a complaint regarding the advice provided by an Adviser. On 15 June 2015, the matter was referred to FOS.	On 19 January 2016 FOS found in the Customer's favour and awarded them \$19,828.96 plus interest (\$21,172 total).
303.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 12 January 2015 an adviser identified they had not provided the ongoing service to a Customer.	On 13 January 2015 a refund of \$600 was paid to the Customer's account.
304.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 14 January 2015, a Customer made a complaint in relation to an ROA provided by an AR on 25 November 2014 where the Customer says that the advice did not take into account an asset held, which led to an error in the projection of an entitlement and the handling of the concerns in relation to the advice.	On 15 June 2015, the complaint was resolved under a Deed of Release which included a payment of \$30,000.00.
305.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 18 February 2015, a Customer raised concerns about an error in a superannuation advice provided by an AR which resulted in excessive amounts being charged by the ATO due to the Customer's eligible termination payment being taxed at the top marginal rates.	On 2 April 2015, the complaint was resolved for an amount of \$34,036.35.
306.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 5 May 2015, the Customer made a complaint in relation to the advice and service they received from an AR.	On 23 March 2016, MPS resolved the matter through a payment of \$2,500.00.
307.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 7 August 2015, an Adviser inadvertently invested \$15,000 of a Customer's money into their MPS portfolio investment platform instead of superannuation. As a result, the Customer missed out on a tax deduction.	On 12 November 2015, the matter resolved through a Deed of Release, which included a payment of \$5,100.
308.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 15 September 2015, a Customer commenced proceedings in the Supreme Court of Queensland (9625/15) alleging that MPS failed in their duty of care by providing deficient advice. The Customer was in a motor vehicle accident on 25 August 2012, and discovered that they were not covered for TPD, income protection or trauma.	On 28 March 2018, the matter was discontinued on a 'walk away' basis with both parties executive a Deed of Release.
309.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 29 December 2015, a Customer made a complaint regarding delays in implementing their term deposit which resulted in a loss of interest earnings.	On 18 January 2016, the matter was resolved through a payment of \$551.72 representing the lost interest.

Entry	Entity	Conduct	Resolution
			Investigations into the matter saw an inadvertent delay in executing the term deposits. The lost interest was calculated at \$551.72 (net).
310.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 8 March 2016, the Customer made a complaint in relation to an AR who had recommended a replacement insurance policy and superannuation fund, however failed to cancel the original policies which resulted in further premiums being paid.	On 9 September 2016, the matter was resolved by way of Deed of Release, which included a payment of \$8,532.21 on behalf of MPS.
311.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 6 June 2016, a Customer made a complaint regarding concerns they had with the reallocation of Advisers, which the Customer said resulted in inconsistency in service delivery.	On 28 June 2016, MPS resolved the complaint for a total amount of \$4,449.02.
312.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 15 July 2016, a Customer made a complaint in relation to their inability to claim on their non-ClearView policy, following the policy lapsing due to non-payment of premium. On 9 September 2016, a complaint was received from a Customer regarding the Customer's inability to claim on their other insurer's income protection policy.	On 15 September 2016, the matter was resolved by way of a Deed of Release which included a payment of \$1,015.00.
313.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 20 October 2016, the Customer requested that their investment be cancelled and a refund be provided for the initial advice fee and implementation fee already paid.	On 6 December 2016, the Customer received a payment of \$4,472.79 representing a refund for the payment.
314.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 28 October 2016, a Customer made a complaint regarding ASF charged to their accounts.	On 14 November 2016, MPS resolved the complaint for a payment of \$4,495.76.
315.	Matrix Planning Solutions Limited (acquired 10 October 2014)	In January 2017, MPS agreed to pay a CWT software reimbursement to certain MPS CARs by off-setting CWT expenses incurred by the CAR. The reimbursement was offered to all MPS CARs whose advisers transferred Customers to ClearView's wealth product over the course of January 2017 to 31 October 2017. The reimbursement was off-set by MPS. However, the reimbursement was not recorded in any register in accordance with the requirements set out in reg 7.8.11A of the <i>Corporations Regulations</i> . The conduct was identified by Dealer Group compliance function in July 2018.	This practice of off-setting CWT software costs has ceased. Instead, CWT software fees are being waived completely in reliance on s963C(d) of the <i>Corporations Act</i>
316.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 10 April 2017, a Customer made a complaint about inappropriate advice from an AR regarding the sale of their home. On 25 May 2017, the complaint was referred to FOS.	The matter is ongoing and awaiting final determination from FOS.
317.	Matrix Planning Solutions Limited (acquired 10 October 2014)	Between 1 January 2017 and 30 April 2017, an external fraud occurred where a Customer of an Adviser of MPS was defrauded from their Wealth Solutions Super and Retirement Income Account (Pension Account) via a successful email hack and fraudulent withdrawal form. The fraudster was unknown to MPS.	On 12 June 2017, the matter was resolved through a Deed of Release which included a payment of \$25,125.
318.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 25 October 2017, a Customer made a complaint in relation to an AR failing to cancel their trauma policy when they were instructed to do so, which resulted in the Customer paying for the policy for a period of up to 5 months after the cancellation request date.	On 10 November 2017, the matter was resolved through payment of \$11,620.52 to the Customer.
319.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 2 May 2018, a Customer made a complaint regarding the advice and service received from an AR, in particularly the impact pending changes to Centrelink legislation would have.	On 18 June 2018, the matter was resolved through a goodwill offer of \$2,860.
320.	Matrix Planning Solutions Limited (acquired 10 October 2014)	A Customer made a complaint after being charged an ASF without having an FDS in place.	MPS investigated the complaint and the fee was removed from the Customer's account.
321.	Matrix Planning Solutions Limited (acquired 10 October 2014)	On 12 June 2014, a Customer made a complaint in relation to the conduct of an Adviser due to a failed investment scheme. On 18 October 2013, the Customer commenced proceedings in the District Court of New South Wales (2013/314260) alleging that the advice of an AR of MPS was defective.	On 2 February 2017, the matter was discontinued on a 'walk away' basis with both parties executing a Deed of Release.

ANNEXURE 3 | Summary of key terms used

Term	Description
ACMA	Australian Communications and Media Authority
Adviser	means either an AR or a Financial Adviser
AML / CTF	Anti-Money Laundering and Counter-Terrorism Financing
AFSL	Australian Financial Services Licence
AHRC	Australian Human Rights Commission
Agent	means an employee of a CWL entity
APRA	Australian Prudential Regulation Authority
AR	means an Authorised Representative that operates under the AFSL of either CFA or MPS
ASF	Adviser Service Fee
ASIC	Australia Securities and Investments Commission
ATO	Australian Taxation Office
AUSTRAC	Australian Transaction Reports and Analysis Centre
CAR	Corporate Authorised Representative
CFA	Clear View Financial Advice Pty Limited
CFSCS	Colonial First State Custom Solutions. CFSCS is the registered business name of Avanteos Investments Limited, the external administrator and custodian for ClearView WealthSolutions Investments and ClearView Wealth Solutions Super and Retirement Income.
CFML	ClearView Financial Management Limited
CGT	Capital Gains Tax
CLAL	ClearView Life Assurance Limited
CLN	ClearView Life Nominees Pty Limited
COA	Certificate of Authority
Confirmation of Settlement	means a release, generally of one page, executed by Customers to release and discharge the CWL entity in relation to the subject matter of the release
Corporations Act	<i>Corporations Act 2001 (Cth)</i>
CPI	Consumer Price Index
CRP	ClearView Retirement Plan
CWL	ClearView Wealth Limited
CWT	Advice and customer database management system utilised by CFA and MPS
DOB	Date of Birth
EU	Enforceable Undertaking
ESP	Executive Share Plan
FAR	Financial Advice Register
FSC	Financial Services Council
FDS	Fee Disclosure Statement
Financial Adviser	means a Financial Adviser, that is a third party AFSL and is not operating under an AFSL of a CWL entity
FOS	Financial Ombudsman Service
FSG	Financial Services Guide
FTX	Fintechnics - OneOffice
FUA	Funds Under Advice
FUM	Funds Under Management
IDPS	Investor Director Portfolio Services
IDR	Internal Dispute Resolution
IPS	Investor Portfolio Services

KYC / OCDD	Know Your Client / Ongoing Customer Due Diligence
MPS	Matrix Planning Solutions Limited
NAB	National Australia Bank
NOA	Notice of Assessment
PDS	Product Disclosure Statement
RG	Regulatory Guide
QA	Quality Assurance
ROA	Record of Advice
RSE	Registrable Superannuation Entity
SCT	Superannuation Complaints Tribunal
SIS	<i>Superannuation Industry (Supervision) Act 1993 (Cth)</i>
SMSF	Self-Managed Super Fund
SOA	Statement of Advice
SPS	Superannuation Prudential Standard
TFN	Tax File Number
TPD	Total Permanent Disablement
TTR	Transition To Retirement
USI	Unique Superannuation Identifier