

# Certificate of Unauthorised Transactions Insurance

This certificate contains your **Commonwealth Bank Business Card, Corporate Card** and **Procurement Management Account** Unauthorised Transactions Insurance policy, effective for transactions made on or after 1 July 2015.

## Cover Issuer

This cover is available under a Group Policy issued to Commonwealth Bank of Australia ABN 48 123 123 124 of Level 1, 48 Martin Place, Sydney NSW 2000 (**Commonwealth Bank**) by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of 2 Market Street, Sydney, NSW 2000 (**Allianz**). For general enquiries, call AWP Australia Pty Ltd, ABN 52 097 227 177, AFS Licence No. 245631, of 74 High Street, Toowong, QLD 4066 (**Allianz Global Assistance**) who issues and manages the Group Policy on behalf of **Allianz**. In this document, **Allianz Global Assistance** may also be expressed as 'we', 'us' or 'our'.

**Commonwealth Bank** is not the underwriter of this cover and neither **Commonwealth Bank** nor any of its related subsidiaries guarantee any of the benefits under this policy.

This cover is provided at no additional cost to the **accountholder** and **Commonwealth Bank** does not receive any commission or remuneration from **Allianz** or **Allianz Global Assistance** in relation to this policy. Neither **Commonwealth Bank** nor any of its related subsidiaries are authorised representatives of **Allianz** or **Allianz Global Assistance**, or any of their related companies.

If there is a conflict between this Certificate and the Group Policy providing the cover, the Group Policy will prevail to the extent of the inconsistency.

## Cover

This cover is automatically provided to eligible **Commonwealth Bank accountholders** and provides protection for **accountholders** against **unauthorised transactions** made by their **Commonwealth Bank Business Card** and **Corporate Card cardholders** and **Procurement Management Account users**.

There is no obligation to accept this insurance. However, if an **accountholder** wishes to make a claim under this policy, they will be bound by the Definitions, Terms and Conditions, and Claims Procedures of this policy.

Therefore please read this document carefully and keep it in a safe place and if you require advice on this cover, please see your general insurance adviser.

Please also keep detailed particulars and proof of any loss, including a copy of the relevant **Commonwealth Bank Business Card, Corporate Card** and **Procurement Management Account** statement(s) detailing the unauthorised transaction(s).

## Termination or Variation of Cover

**Commonwealth Bank** may terminate or vary this cover by:

- providing written notification to the **accountholder**; or
- advising the **accountholder** that a variation or termination of cover is to occur. In these circumstances **Commonwealth Bank** will not provide a copy of the actual changes made to the cover but will direct the **accountholder** to the relevant **Commonwealth Bank** URL for details. A paper copy of the actual changes can be requested by calling **Commonwealth Bank**.

**Unauthorised transaction(s)** made after this notification is given will not be eligible for cover under this policy.

## Other insurance

The insurance cover described in this Certificate is provided for your benefit under a Group Policy entered into between **Allianz, Allianz Global Assistance** and **Commonwealth Bank**. **Commonwealth Bank** is the policy owner. You have the benefit of insurance cover as a third party beneficiary.

If you choose to enter into another insurance policy ("Other Policy") and you are entitled to make a claim under that Other Policy in respect of the same loss as your claim under this Group Policy, then we are not liable to provide indemnity under this Group Policy until the amount of any indemnity under that Other Policy is exhausted. In other words, any insurance cover under this Group Policy in respect of the same loss, shall only be excess insurance cover over and above the applicable Other Policy.

## Sanctions

Notwithstanding any other terms, we shall not be deemed to provide coverage and we will not make any payments nor provide any service or benefit to any person or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the person would violate any applicable trade or economic sanctions law, or regulation.

## Privacy

To arrange and manage this cover, we (in this Privacy Notice "we", "our" and "us" includes AWP Australia Pty Ltd trading as **Allianz Global Assistance** and its duly authorised representatives) collect personal information including sensitive information from you and those authorised by you such as your family members, travelling companions, your doctors, hospitals, as well as from others we consider necessary, including our agents.

Any personal information provided to us is used by us to evaluate and arrange your cover. We also use it to administer and provide the insurance services and manage your and our rights and obligations in relation to those insurance services, including managing, processing

and investigating claims. We may also collect, use and disclose it for product development, marketing, conducting customer research and analytics in relation to all of our products and services, IT systems maintenance and development, recovery against third parties and for other purposes with your consent or where authorised by law.

This personal information may be disclosed to third parties involved in the above process, such as travel agents and consultants, travel insurance providers and intermediaries, authorised representatives, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage and data handling providers, legal and other professional advisers, your agents, the **Commonwealth Bank** and its related and group companies, and our related and group companies including **Allianz**. Some of these third parties may be located in other countries such as Thailand, France and India. You agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of Australian privacy laws.

Unless you opt out, we may contact you on an ongoing basis by telephone, mail, electronic messages (including email), online and via other means with promotional material and offers of products or services that we consider may be relevant and of interest to you (including financial and insurance products and roadside assistance services). If you do not want to receive such offers from us (including product or service offerings from us on behalf of our agents, intermediaries and/or our business partners) or do not want us to disclose your personal information to our related and group companies and business partners for marketing purposes, you can opt out at any time by calling us on 1800 023 767.

When you provide personal information about other individuals, we and our agents rely on you to have made or make them aware:

- that you will or may provide their personal information to us;
- of the types of third parties to whom the personal information may be provided to;
- of the relevant purposes we and the third parties we will disclose it to, will use it for;
- of how they can access it; and
- of the other matters in this Privacy Notice.

We rely on you to have obtained their consent on these matters. If you do not, you must tell us before you provide the relevant information.

You can seek access to and correct your personal information by contacting us. You may not access or correct personal information of others unless you have been authorised by their express consent or otherwise under law, or unless they are your dependants under 16 years of age.

If you have a complaint about your privacy, please contact:

Privacy Officer, **Allianz Global Assistance**, PO Box 162, Toowong, QLD 4066

or you can contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 2999, Canberra, ACT 2601.

For more information about our handling of personal information, including further details about access, correction and complaints, please see our privacy policy available on request or via [www.allianz-assistance.com.au](http://www.allianz-assistance.com.au).

If you do not agree to the above or will not provide us with personal information, we may not be able to provide you with our services or products.

In cases where we do not agree to give you access to some personal information, we will give you reasons why.

## General Insurance Code of Practice

**Allianz** and **Allianz Global Assistance** proudly support the General Insurance Code of Practice. The Code sets out the minimum standards of practice in the general insurance industry. For more information on the Code please call us.

## Complaints and dispute resolution process

If you have a complaint or dispute in relation to this insurance cover, or our services or our representatives, please call us on 1800 837 177, or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 162, Toowong, Queensland 4066. We will attempt to resolve the matter in accordance with our Internal Dispute Resolution process. To obtain a copy of our procedures, please contact us.

A dispute can be referred to the Financial Ombudsman Service Australia (FOS), subject to its terms of reference. The FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

The contact details for the FOS are:

### Financial Ombudsman Service Australia

GPO Box 3, Melbourne Victoria 3001

Phone: 1800 367 287

Fax: (03) 9613 6399

Website: [www.fos.org.au](http://www.fos.org.au)

Email: [info@fos.org.au](mailto:info@fos.org.au)

## Definitions

### ‘accountholder’

means any **Commonwealth Bank** customer, being a business entity or corporation, who has a **Commonwealth Bank Business Card**, **Corporate Card** and/or **Procurement Management Account** with **Commonwealth Bank**.

### ‘Allianz’

means Allianz Australia Insurance Limited (ABN 15 000 122 850, AFSL 234708).

### ‘Allianz Global Assistance’

means AWP Australia Pty Ltd (ABN 52 097 227 177, AFSL 245631).

### ‘cardholder’

means a person (being an Australian resident) who, at the request of the **accountholder**, has been issued with a **Commonwealth Bank Business Card** or **Corporate Card**.

### ‘Commonwealth Bank’

means Commonwealth Bank of Australia (ABN 48 123 123 124).

### ‘Commonwealth Bank Business Card or Corporate Card’

means a Commonwealth Bank MasterCard Business or Corporate Card, which at the request of the **accountholder**, has been issued to a **cardholder** and authorised for use worldwide.

### ‘Procurement Management Account’

means the account opened by **Commonwealth Bank** in the name of the **accountholder** to which amounts payable by or to the **accountholder** in respect of the Procurement Management Account may be debited and credited.

### ‘unauthorised transaction’

means a transaction by a **cardholder** or **user**, which has been processed to the **accountholder’s Commonwealth Bank Business Card** or **Corporate Card** or **Procurement Management Account** but was not authorised in any way by the **accountholder** and/or was outside the **cardholder’s** or **user’s** authority to transact.

### ‘user’

means at the relevant time, a person authorised by the **accountholder** to use the **Procurement Management Account**.

## Terms and Conditions

1. The **accountholder** shall instruct its **cardholders** and/or **users** in writing of the limits of their authority in using their **Commonwealth Bank Business Card, Corporate Card** and/or **Procurement Management Account**.

2. When (in regard to a **Commonwealth Bank Business Card** or **Corporate Card**):

- the **accountholder** no longer wishes a **cardholder** to use the **Commonwealth Bank Business Card** or **Corporate Card**; or
- the **cardholder's** employment is terminated; or
- the **accountholder** becomes aware that **unauthorised transaction(s)** have occurred or are likely to occur,

the **accountholder** must immediately:

- if possible, obtain the **Commonwealth Bank Business Card** or **Corporate Card** from the **cardholder** and cut it in half; and/ or
- direct **Commonwealth Bank** to cancel the **cardholder's Commonwealth Bank Business Card** or **Corporate Card**. This direction is preferably to be made by telephone, but if telephone contact can not be made the direction can be given by facsimile or by any other electronic advice, which may be approved by **Commonwealth Bank** in the future.

If the **accountholder** is unable to recover the **cardholder's Commonwealth Bank Business Card** or **Corporate Card**, the "Notification of unauthorised transaction" form shall be accompanied by a copy of the letter sent to the **cardholder** advising that the **cardholder** is no longer authorised to use the **Commonwealth Bank Business Card**.

3. When (in regard to the **Procurement Management Account**) the **accountholder** becomes aware that **unauthorised transaction(s)** have occurred or are likely to occur, the **accountholder** must immediately direct **Commonwealth Bank** to cancel the **accountholder's** Card Identification Code and issue them with a new code. This direction is preferably to be made by telephone, but if telephone contact can not be made the direction can be given by facsimile or by any other electronic advice, which may be approved by **Commonwealth Bank** in the future.

4. The **accountholder** shall:

- take all reasonable steps to recover from the **cardholder** or **user** all **unauthorised transaction** amounts transacted by the **cardholder** or **user**; and/or
- shall utilise, where legally possible, any monies held for, or on behalf of, the **cardholder** or **user** so as to avoid or reduce any loss through **unauthorised transaction(s)**; and/or
- where the **unauthorised transaction** relates to a **Procurement Management Account**, the **accountholder** will lodge a disputed transaction claim with **Commonwealth Bank**.

5. When the **accountholder** becomes aware of any **unauthorised transaction** that is subject to a claim under this policy, they must report the matter to the police and press charges against the person who performed the **unauthorised transaction(s)**.

6. Our liability to pay claims is limited in any twelve month period to A\$20,000 per **cardholder** or **user** up to a maximum of A\$150,000 per **accountholder**.

7. In the event of a claim the **accountholder** must give us all necessary information and assistance we may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which we shall or would become entitled or subrogated upon us making payment for or making good any loss or damage under this policy.

8. We shall not be liable under this policy for:

- any **unauthorised transaction(s)** which take place as a result of the **accountholder** failing to report the matter to **Commonwealth Bank** after they become aware or should have become aware of any **unauthorised transaction(s)** having occurred or being likely to occur.
- any loss caused by or resulting from any act of terrorism; or
- any indirect losses or consequential liability of any kind other than **unauthorised transaction** amounts as defined in this policy; or
- any **unauthorised transaction(s)** incurred by a Director, Partner, Principal or Owner of the **accountholder** or any family members of the said Directors, Partners, Principal or Owners.

## Claims procedure

In the event of learning of an occurrence likely to result in a claim, the **accountholder** must immediately advise **Commonwealth Bank**, preferably by phone, and on the same day complete and send to **Commonwealth Bank** the "Notification of unauthorised transaction" form, a copy of which must also be forwarded to **Allianz Global Assistance**.

On receipt of a completed "Notification of unauthorised transaction" form, **Allianz Global Assistance** will contact the **accountholder** and send them an insurance claim form.

The completed claim form, together with a copy of the relevant **Commonwealth Bank Business Card, Corporate Card** and/or **Procurement Management Account** statement(s) detailing the **unauthorised transaction(s)** are to be returned by the **accountholder** to **Allianz Global Assistance** within 30 days of receipt of the claim form.

# “Notification of unauthorised transaction” form

The Claims Department  
Credit Card Insurance Products  
AWP Australia Pty Ltd  
PO Box 162  
Toowong QLD 4066

**Commonwealth Bank Business Card/Corporate Card/Procurement Management Account** number:

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Full name of **accountholder**:

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Business address of **accountholder**:

	State	Postcode

Full name and title (if applicable) of **cardholder/user**:

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Address of **cardholder/user**:

	State	Postcode

Note: The terms ‘we’ and ‘our’ used in this form refer to the **accountholder**.

We wish to lodge a claim in respect of an **unauthorised transaction** and request a claim form be sent to our business address noted above. In terms of the conditions applying to such a claim, we hereby confirm our direction to **Commonwealth Bank** to cancel the **Commonwealth Bank Business Card** or **Corporate Card** specified above and/or cancel our existing (and issue us with a new one) Card Identification Code for our **Procurement Management Account**.

The police have been notified of this matter and a copy of the police report is attached.

*(Please tick the appropriate box below)*

- The **Commonwealth Bank Business Card** or **Corporate Card** has been cut in half and destroyed by us.
- The **Commonwealth Bank Business Card** or **Corporate Card** has been previously returned to **Commonwealth Bank**.
- The **Commonwealth Bank Business Card** or **Corporate Card** is still in the possession of the **cardholder** and accordingly, we have notified the **cardholder** that he/she is no longer authorised to use the **Commonwealth Bank Business Card** or **Corporate Card** (copy of letter attached).

Signed for and on behalf of (name of **accountholder**)

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(signature of authorised officer of the **accountholder**)

Date

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