

Dear Sir/Madam,

I am writing to submit a letter of complaint dated INSERT DATE formally.

RE: YOUR NAME AGAINST FINANCE/INSURANCE COMPANY

REF: INSERT YOUR LOAN NUMBER OR INSURANCE POLICY

Current Address:

Date of Birth:

This complaint relates to the purportedly optional add-on insurance policies that were added to my agreement and how it was sold. This complaint has been directed to you, as I believe you had a fiduciary duty to ensure that all sales were fair and compliant.

The complaint in question pertains to a matter related to **[INSERT THE INSURANCE PRODUCT HERE]** [eg Consumer Credit Insurance or Gap Insurance]. The policy number is **[INSERT POLICY NUMBER]** **[IF YOU DO NOT HAVE THE POLICY NUMBER]**. This was included in my finance contract for a vehicle with registration number **[INSERT REGO NUMBER]**.

I am requesting an investigation to ascertain whether the principal features and advantages of the policy were presented in equitable proportion to the primary restrictions and limitations. As outlined in ASIC Report 256, best practice requires a clear explanation of the main exclusions that apply to the insurance policy (and where add-on insurance is sold as a packaged product, this should include a clear explanation of the main exclusions that apply to each component of the policy).

I would like you to investigate if I was misled or deceived or given inaccurate details regarding policy suitability including policy exclusion. I request substantiation I was given the time to make an informed decision, along with evidence I was treated impartially.

This is misleading and deceptive conduct. Law: *Section 12DA of the Australian Securities and Investments Commission Act 2001 (ASIC Act)*.

I would like you to investigate the evidence of completion of health questions or noting of pre-existing health issues, which could have resulted in the provision of false information. As a result, it was impossible to determine whether there was a duplication of coverage with other policies.

This is unjust, unfair, and unconscionable conduct. Law: *Section 12CB and 12ED of the Australian Securities and Investments Commission Act 2001 (ASIC Act)*.

I request an investigation to ascertain if I was provided with distinct quotations, with and without insurance included in my finances.

According to ASIC, the best approach is to:

- a) provide loan repayment quotations without incorporating the CCI premium in the initial quote.
- b) only present the CCI policy to the customer once they have been quoted the loan repayment amount (without the CCI policy).

I was deprived of the opportunity to read and understand any Product Disclosure Statement (PDS) documents as I was not given one. This lack of disclosure is a violation of *Section 953B and 1022B of the Australian Securities and Investments Commission Act 2001 (ASIC Act)*.

I request an investigation and proof that I was duly informed about the imposition of interest on the insurance premiums. Moreover, the insurance was added without my knowledge, which makes the recipient liable for unsolicited financial services under Section 12DMA of the ASIC Act.

INSERT A PARAGRAPH HERE REGARDING THE PURCHASE AND WHAT WAS EXPLAINED TO YOU INCLUDING WHERE THE PURCHASE TOOK PLACE AND WHO DID THE SALE. INCLUDE WHAT THEY SAID TO YOU AND HOW THEY SOLD IT TO YOU.

I request that a full refund of premiums and any accrued interest costs be returned to me. Often a financial firm will rely on the fact the complainant signed documents purporting to agree to the add-on insurance and acknowledge receiving relevant documents. Whilst legal principles say a person is normally bound by what they sign, AFCA does not accept this is determinative as to what is fair in all the circumstances.

I look forward to your response.

Regards,