

AIA SUPER DEATH COVER, TPD COVER, INCOME PROTECTION

Product Disclosure Statement

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aia.com.au

Important information about this document

This Product Disclosure Statement (PDS) gives you important information about structuring your life insurance product through AIA Super.

This PDS is issued by Mercer Superannuation (Australia) Limited (ABN 79 004 717 533, AFSL 235906) (MSAL or Trustee). You should read this PDS in conjunction with your existing Life Insurance Documents which contain detailed information about the benefits, costs, options, conditions and limitations of your life insurance product.

AIA Super is a plan within the Retail Division in the Mercer Super Trust (MST) (ABN 19 905 422 981).

AIA Super provides members with access to life insurance through superannuation. Contributions and rollovers made to AIA Super are only used for the purposes of paying insurance premiums and policy fees. Members do not have an account balance in AIA Super and therefore there is no investment component.

AIA is the issuer of the life insurance product structured through AIA Super but does not issue, underwrite or guarantee the superannuation interest described in this PDS.

MSAL is the Trustee of AIA Super and is not responsible for the life insurance product or the payments to be made under the life insurance product.

Where your life insurance product is structured through AIA Super, the Trustee will be noted as the Policy Owner and will hold the Policy on behalf of the Insured member. Your interest in AIA Super is governed by the Master Deed of the Mercer Super Trust dated 28 June 1995 (as amended from time to time) (Trust Deed) as well as the designated rules for the Retail Division of the MST, which include the governing rules for AIA Super (Governing Rules) as well as the terms and conditions of the Policy. Any benefit payable under the Policy will be paid by AIA to the Trustee. The Trustee is responsible for paying the benefits out of AIA Super to you or your beneficiaries.

Restrictions may apply to these benefit payments under the Trust Deed, Governing Rules and superannuation law. Copies of the Trust Deed and the Governing Rules can be obtained, free of charge at **mercersuper.com.au/governance** under Designated rules.

The information contained in this PDS is general information only. AIA and the Trustee have not taken into account your objectives, personal financial situation or needs. You should consider the appropriateness of the information in this PDS, taking into account your individual objectives, personal financial situation and needs, before acting on any information in this PDS. Information about tax provided in this PDS is a guide only and is based on our understanding of the tax laws that were current at the date of the PDS. These laws can change and the Trustee recommends you speak to your tax adviser regarding the tax consequences of holding insurance cover through superannuation.

The information in this PDS is up to date at the issue date stated on the front cover of the PDS but is subject to change. Where a change of information isn't materially adverse, you'll find details of the change at aia.com.au or you can call us to request a free printed copy. Changes that are materially adverse to you will be advised as required by law.

We are here to help

If you have any questions, contact us on:

AIA (Insurer and Administrator)

Phone: Contact us on **13 10 56** between 9am and 5pm (AEST/AEDT). Monday to Friday, excluding public holidays. Email: au.customer@aia.com

Website: aia.com.au

Mail: PO Box 234, Parramatta NSW 2124

MSAL (Trustee)

Phone: 13 10 56

Email: au.customer@aia.com

Mail: GPO Box 4303, Melbourne VIC 3001

Terms used in this document

There are a number of terms in this PDS which have a particular meaning. Where a defined term is used in this PDS, the initial letter(s) is capitalised (e.g. 'Policy Owner'). The only exceptions are 'you', 'your', 'we', 'us and 'our' which are not capitalised. Defined terms include the following:

AIA refers to AIA Australia Limited ABN 79 004 837 861 AFSL 230043 (AIA), the Insurer and Administrator.

AIA Super is a plan within the Retail Division in the Mercer Super Trust (ABN 19 905 422 981).

Annual Statement means the most recent document that we issue to you, which sets out the details of the insurance we provide you under Death Cover, TPD Cover or Income Protection Cover.

Life Insurance Documents means any or all of your life insurance product disclosure statement (or other relevant disclosure materials you received at the time you acquired your Policy), and Policy Schedule issued to you in relation to the life insurance product you currently hold within AIA Super. This also includes any subsequent notices or updated policy documentation issued in relation to the above.

Life Insured means the person(s) whose life is insured under the Policy.

Mercer refers to Mercer (Australia) Pty Ltd (ABN 32 005 315 917).

MSAL refers to Mercer Superannuation (Australia) Limited (ABN 79 004 717 533) (AFSL 235906) as the Trustee of AIA Super.

MST means the Mercer Super Trust.

Policy means the cover types, benefits and/or options listed in your Policy Schedule or Annual Statement and the applicable terms and conditions listed in your Life Insurance Documents.

Policy Owner means the person, company or trustee who legally owns the Policy. For AIA Super the Policy Owner is the Trustee.

Policy Schedule means the document issued to you by the Administrator which sets out the details of your insurance, and forms part of your contract with the Insurer.

SIS Act refers to the Superannuation Industry (Supervision) Act 1993 and/or the Superannuation Industry (Supervision) Regulations 1994, as applicable.

Trustee refers to MSAL.

We, us and our refers to MSAL.

You and **your** means the Life Insured or the person (excluding the Trustee) applying for insurance on behalf of the Life Insured, as applicable.

Website: aia.com.au

Contents

1.	Insurance through AIA Super	4		
	1.1 Contributions to AIA Super	4		
	1.2 Payment of insurance premiums by rollover	4		
	1.3 Superannuation considerations	4		
	1.4 Risks of holding insurance through superannuation	5		
2.	Structuring insurance through AIA Super			
	2.1 Key insurance information	6		
	2.2 Death Cover	6		
	2.3 TPD Cover	6		
	2.4 Income Protection Cover	6		
	2.5 Insurance terms and conditions	6		
	2.6 Superannuation and family law	6		
	2.7 Payment of benefits	7		
	2.8 Nominating a beneficiary	7		
	2.9 Lapsing or non-lapsing binding death benefit nomination	7		
	2.10 Transfer of benefits to the ATO in certain circumstances	8		
01	her Important Information	9		
	What are the costs?	9		
	When does your cover end?	9		
	Providing your Tax File Number (TFN)	9		
	Тах	9		
	Anti-money laundering and counter terrorism financing	10		
	Privacy	10		
	What happens if we make an error?	11		
	How to make a complaint	11		

1. Insurance through AIA Super

The following information is provided to assist you in understanding your membership in AIA Super. It is general information only and is not intended to be a comprehensive statement of superannuation laws.

AIA Super provides members with insurance benefits within superannuation. Some of the key features are:

- Members may hold insurance types including Death Cover, Total and Permanent Disablement (TPD) Cover and Income Protection Cover through AIA Super. Some members may also hold additional cover types under grandfathered arrangements.
- AIA Super does not offer a superannuation savings facility that has an investment component. You will not receive interest or an investment return on contributions made to your account.
- The Trustee will only accept contributions and rollovers to pay the premiums for insurance policies held through AIA Super.
- Membership of AIA Super is for the provision of insurance benefits only.
- The Trustee may reduce the amount you need to contribute to fund your premiums if it has claimed a tax deduction for the payment and if AIA Super does not have to pay tax on your contribution.

This PDS provides important information about structuring your life insurance product through AIA Super, the tax treatment that may apply, your options for meeting the costs of the insurance, and the potential risks of holding insurance through AIA Super. You should consider your retirement needs and insurance protection objectives when structuring your insurance through AIA Super.

You will only be entitled to a benefit if an insured event occurs while you are covered under the Policy, and you have satisfied a condition of release under the SIS Act. The insured events under the policies offered in AIA Super are consistent with the conditions of release (unless grandfathered terms apply). If a benefit is payable under a policy, the Trustee will direct AIA to pay it to you or your beneficiaries as a superannuation benefit.

1.1 Contributions to AIA Super

Contributions can only be made to AIA Super in accordance with superannuation law, which stipulates the way in which contributions can be made as well as other factors in relation to the acceptance of superannuation contributions for members.

Please note that the Trustee only accepts contributions to pay for insurance premiums. In circumstances agreed by the Trustee and AIA, an overpayment of premiums will be refunded back to your account unless you satisfy a superannuation condition of release. You will not receive interest or an investment return on contributions made.

Depending on your policy, you may be able to make contributions by:

- Direct debit;
- Credit card;
- Cheque (not available where payment is monthly);
- Rollover via SuperStream (annual payments only); or
- SuperStream.

Please contact AIA on 13 10 56 to confirm which contribution types are available to you or refer to your Life Insurance Documents.

1.2 Payment of insurance premiums by rollover

- If you are funding your insurance premiums from another superannuation account, you should ensure that the cost of premiums does not inappropriately erode your retirement savings.
- Some superannuation funds are prevented from making rollovers to pay for insurance cover through superannuation

 you should check whether your superannuation fund is able to pay a rollover.

1.3 Superannuation considerations

- The laws governing superannuation are complex and the statements provided here are general in nature and based on current law.
- You should obtain your own independent advice on the taxation implications in maintaining insurance cover through AIA Super.
- As your circumstances change, so may the tax treatment of your contributions and any other payments made through AIA Super.

1.4 Risks of holding insurance through superannuation

There are risks you should consider before deciding to hold insurance through superannuation, including:

- A benefit paid from AIA Super is a superannuation benefit for tax purposes. It may be subject to more tax than would otherwise apply if the benefit was paid from the same insurance held outside of superannuation.
- Limits apply to the amount you can contribute to superannuation each year.
- Where you choose to pay premiums by rollover from another superannuation fund, your retirement savings will be reduced so that you will have less available to you on retirement than otherwise would have been the case.
- Taxation or SIS Act laws may change in the future, altering the suitability of holding insurance in superannuation.

2. Structuring insurance through AIA Super

When you structure your life insurance product through AIA Super, your Policy is owned by the Trustee under AIA Super in the MST. The MST is a regulated superannuation fund regulated by the Australian Prudential Regulation Authority (APRA). The Trustee's costs of running AIA Super are met by a payment from AIA as well as from fund reserves. These costs are not an additional cost to you.

AIA Super is governed by the Trust Deed and the Governing Rules. The Trustee can amend the Trust Deed and Governing Rules at any time if superannuation law permits.

Under the Trust Deed, the Trustee is not generally liable to you for any act or omission other than where it has failed to act honestly or has intentionally and/or recklessly failed to exercise the degree of due care and diligence that it was required to exercise.

The Trustee has the right to indemnity from the MST for all liabilities it may incur, unless prevented by superannuation law.

2.1 Key insurance information

The insurance cover you hold through AIA Super may include Death Cover, TPD Cover and/or Income Protection Cover.

Your Policy will be subject to terms and conditions, and there may be exclusions that apply. Details of the terms and conditions and exclusions that apply to your Policy are set out in your Life Insurance Documents.

If you no longer have copies of your Insurance Documents you will need to contact AIA on 13 10 56.

2.2 Death Cover

Death Cover may pay a lump sum in the event of the insured person's death.

2.3 TPD Cover

TPD Cover may pay a lump sum if the insured person suffers a sickness or injury resulting in total and permanent disablement.

2.4 Income Protection Cover

Income Protection Cover generally pays up to 75% of your income when the insured person is unable to perform all or part of their occupation due to injury or sickness.

2.5 Insurance terms and conditions

The terms and conditions that relate to your insurance product/s held within AIA Super are set out in your Life Insurance Documents. Your Life Insurance Documents may set out important information about:

- eligibility for insurance cover;
- various ways to structure your insurance cover;
- your duty to take reasonable care not to make a misrepresentation when completing an application for insurance;
- insurance benefit provided including when cover starts and ends and maximum insured amounts;
- the cost of cover including any discounts available;
- how to make a claim for a benefit;
- the terms and conditions of those benefits, including important definitions; and
- exclusions and restrictions on the payment of those benefits.

Once you are a member of AIA Super, the Trustee is the Policy Owner and you are the Life Insured. You will not have an accumulation account in AIA Super, as the Trustee will pay all contributions and rollovers received for you to AIA to pay your insurance premiums. Your membership of AIA Super only provides insurance benefits.

2.6 Superannuation and family law

Subject to relevant legislation, married and de-facto couples may be able to make binding agreements or obtain court orders to determine how each partner's super will be divided if their marriage or relationship breaks down.

Under the Family Law Act 1975 (the Act), the Trustee needs to carry out certain actions in relation to superannuation entitlements. An eligible person under the Act includes a member, the spouse of a member or any person who intends to enter into a superannuation agreement with the member for the purposes of splitting superannuation.

Members should note that their spouse or de-facto will be able to request the Trustee to disclose information about the member's benefit entitlements ('Request for Information').

The Trustee is prohibited by law from informing members that such a request was made. The Trustee will not pass any information about your present whereabouts to the person making the Request for Information.

2.7 Payment of benefits

If you become eligible for a benefit under the Policy, Death Cover and TPD Cover benefits will be paid as a lump sum and Income Protection Cover benefits will generally be paid by income stream. A Death benefit payment will not be made under the Policy until the Trustee has determined to whom the benefit must be paid. This might be your beneficiary, your legal personal representative or one or more of your dependants. A benefit can only be paid to you from AIA Super where you meet the relevant condition of release under the SIS Act, being permanent incapacity for a TPD benefit and temporary incapacity for Income Protection Cover benefits.

2.8 Nominating a beneficiary

It's important to let the Trustee of the Mercer Super Trust know who you would prefer to receive your death benefit in the event of your death. Under the Trust Deed, the Trustee has the discretion to determine to whom and in what proportions any death benefit is payable (see below for binding nominations).

You can choose to nominate one or more of your Dependants and your Legal Personal Representative as your beneficiaries.

Your Dependants can include:

- your spouse, which generally includes:
 - your husband or wife, or
 - another person (same sex or not) who, although not legally married to you, lives with you on a genuine domestic basis in a relationship as a couple,
- your children, which generally includes:
 - your adopted child, step-child or ex-nuptial child,
 - your spouse's child,
 - someone who is your child according to the Family Law Act 1975,
- any person who the Trustee considers is fully or partially dependent on you,
- any person you have an interdependency relationship with. This is where you have a close personal relationship with another person (whether or not related by family), and:
 - you and that person live together,
 - you, that person or both of you provide the other with financial support, or
 - you, that person or both of you provide the other with domestic support and personal care.

This can also be where you have a close personal relationship with another person, but due to a disability you cannot meet the other interdependency criteria.

If your Legal Personal Representative receives your death benefit, it will be distributed according to your Will or Letters

of Administration. If you don't have a Will or Letters of Administration, it will be distributed according to the laws of the State where you lived at until the date of your death. It is recommended that any nomination of beneficiaries made by you be reviewed regularly, particularly if a change in circumstances has occurred (e.g. marriage or divorce).

2.9 Lapsing or non-lapsing binding death benefit nomination

You can make a nomination that the Trustee is legally required to follow by completing a Nomination of beneficiary form available by contacting your Financial Adviser or AIA.

You have the option of choosing:

- a three year lapsing binding death benefit nomination, which will automatically expire after three years, or
- a non-lapsing binding death benefit nomination.

Your binding death benefit nomination will be invalid if:

- you have not used the Nomination of beneficiary form,
- you have not completed the Nomination of beneficiary form correctly (e.g. the nominated proportions of your death benefit are not clear or do not equal 100%, or the form has not been completed in accordance with Superannuation Law),
- prior to your death, one or more of the intended beneficiaries you nominated passed away or is not your Dependant or Legal Personal Representative at the time of your death,
- you remarry after making the nomination,
- you were legally incapable of making the nomination, or
- there are legal reasons preventing the Trustee from paying your death benefit to any of the intended beneficiaries you nominated.

Your binding death benefit nomination will cease to have effect if:

- you opted for a lapsing binding death benefit nomination and three years have passed from the day you signed the Nomination of beneficiary form or re-confirmed the nomination,
- you have revoked the nomination,
- the Trustee is prevented from making a payment due to the operation of the Family Law Act, or
- a Court Order prevents you from making a binding death benefit nomination or requires you to revoke an otherwise valid binding death benefit nomination.

If you want your existing lapsing binding death benefit nomination to continue for another three years, you can re-confirm it by calling AIA for the necessary form.

2.10 Transfer of benefits to the ATO in certain circumstances

The Trustee is required by superannuation law to transfer your benefits in certain circumstances. The Trustee will transfer your benefits to the ATO (after providing prior written notice of its intention to do so) if you do not inform the Trustee of an alternative superannuation arrangement within the time frame set out in the notice.

If we pay your benefit to the ATO, you cease to be a member of AIA Super. On transfer to the ATO, your insurance protection in AIA Super ceases. You can transfer or withdraw your benefit from the ATO as the governing legislation permits.

Other Important Information

What are the costs?

You are not charged a fee for membership of AIA Super. The details of the insurance premiums, insurance fees and other costs relating to insurance can be found in your Life Insurance Documents.

When does your cover end?

The Policy Schedule or Annual Statement shows the cover start date, cover end date, the Policy Owner (which for AIA Super is the Trustee), and the benefits, options and special conditions that apply to you.

Your membership with AIA Super will end when your Life Insurance Policy ends, is cancelled or transferred.

If your Policy is altered at any time you will receive a letter confirming the agreed changes.

Providing your Tax File Number (TFN)

When you become a member of AIA Super, the TFN that you have provided to AIA or another entity as part of a Successor Fund Transfer (SFT) will be made available to the Trustee. Your TFN will only be used for lawful purposes and may only be disclosed as permitted by the applicable laws. The purpose for which AIA and the Trustee are able to use your TFN may change in the future as a result of law changes.

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Unless otherwise stated, the general information provided below is based on Australian law that is in force at the time this document was prepared and relates to Australian resident individuals only.

We recommend that you obtain independent, professional tax advice that takes into account your specific circumstances regarding the tax and superannuation implications of investing in or contributing to superannuation and of joining and obtaining insurance cover through AIA Super.

The complexity of taxation laws and rulings is such that any advice should be specific to your circumstances.

This should include any tax implications of holding insurance cover structured through superannuation or outside of superannuation.

A benefit payment will not be made under a Policy through AIA Super until the Trustee has determined to whom the benefit must be paid. This might be you, your beneficiary, your legal personal representative or one or more of your dependants. Except for benefits paid under Income Protection Cover, benefits paid from AIA Super are treated as superannuation benefits for tax purposes. Where AIA or the Trustee is required by law to withhold any tax from a benefit, AIA or the Trustee will withhold the required amount before paying the benefit.

Individuals have different options to contribute to superannuation to fund the acquisition of insurance cover. Below is a general summary of the Australian tax implications of making contributions to a complying superannuation fund and receiving the types of benefits that are insured under your life insurance product.

Please visit **ato.gov.au** for more information about contributions and work test requirements relating to claiming a tax deduction for personal contributions.

Tax on contributions

You can make concessional or non-concessional superannuation contributions to a complying superannuation fund. Non-concessional contributions include contributions for which you do not claim an income tax deduction and any excess concessional contributions that are not refunded by the fund.

Concessional contributions include employer contributions such as Super Guarantee Contributions and salary sacrifice contributions, and also include personal (voluntary) contributions for which you claim a tax deduction. These contributions are subject to a super contribution tax of 15% which we pay to the ATO. You may be assessed by the ATO for additional tax if your adjusted taxable income is \$250,000 or higher.

Employer contributions are tax deductible to the employer where they are made to provide superannuation benefits for an employee or the employee's dependants.

Employers can make contributions to complying superannuation funds for employees aged:

- under 75; or
- 75 and over, where contributions are required under legislation (such as the Superannuation Guarantee) or by relevant industrial awards.

There are caps on the amount that you can contribute to your superannuation each financial year to be taxed at lower rates, one for concessional contributions and another one that applies to non-concessional contributions. These caps exist to limit the amount that you can contribute to your superannuation each financial year and still receive concessional tax treatment. If your contributions exceed these caps, you may have to pay extra tax.

If you receive an excess concessional or non-concessional contribution determination from the ATO, you should not elect for amounts to be released from AIA Super. AIA Super is unable to process a release authority from the ATO because you will not have an accumulation interest in AIA Super. In these circumstances if you require an amount to be released, you should nominate another superannuation fund in which you have a sufficient account balance to make the release from.

Depending on your income you may also benefit from government co-contributions if you make a non-concessional contribution to your superannuation. The government co-contribution is a payment made by the Federal Government to the superannuation account of eligible members who make non-concessional contributions.

For more information about contributions, including the caps that apply each year and how contributions are counted towards the caps, as well as how government co-contributions work, please contact your financial adviser or go to **ato.gov.au**.

Tax payable on death benefits

Lump sum death benefits are tax free if paid to a dependant for tax purposes or the member's estate where the beneficiaries of the estate are dependants of the member for tax purposes. Lump sum death benefits paid to nondependants for tax purposes or the member's estate to the extent the beneficiaries are not dependants for tax purposes, are taxed at different rates depending on whether the elements are from taxed or untaxed sources.

Tax payable on TPD benefits

TPD benefits are taxed at different rates, depending on the amount, the member's age when they were disabled and their age at the date of payment.

Tax payable on Income Protection benefits

Income Protection benefits that substitute for lost income or are in the nature of ordinary income should constitute assessable income of the member.

We recommend that you get advice from a licensed or appropriately authorised financial adviser about how the tax laws affect you. This is because the tax treatment of super can be complex and may change at any time.

Withholding tax

Where AIA or the Trustee is required by law to deduct any tax, duty, impost or the like in connection with the payment of a benefit, AIA or the Trustee will deduct the required amount from the payment and forward it to the relevant authority. For example, AIA will withhold tax from the Income Protection benefits that are income in nature before the amounts are paid to the member or their nominated superannuation fund respectively, as required by the tax law. AIA will also withhold tax from the TPD and death benefits where required by law.

Visit the ATO website for further information about tax and your super (**ato.gov.au**).

Anti-money laundering and counter terrorism financing

AIA and the Trustee are required to satisfy various regulatory and compliance obligations, including the Anti-Money Laundering/Counter-Terrorism Financing Act 2006 (Cth).

AIA may, from time to time, require additional information from you, which you must provide. We may also be required to disclose information about you to a regulator or law enforcement body.

Privacy

The way in which we collect, use and disclose your personal and sensitive information (personal information) is explained in AIA's and Mercer's respective Privacy Policies. Both Privacy Policies apply to the information that the Trustee and Insurer hold regarding you. Protecting your personal information is very important to us. Please refer to your Life Insurance Documents for information on the type of information we keep about you and how we, and any organisations we appoint to provide services on our behalf, will use this information.

AIA privacy

Your privacy is important to the Insurer. By becoming a member, interacting or continuing your relationship with the Insurer directly or via a representative or intermediary, you confirm that you agree and consent to the collection, use (including holding and storage), disclosure and handling of personal and sensitive information in the manner described in the AIA Australia Group Privacy Policy on the Insurer's website (aia.com.au/en/privacy-policy) as updated from time to time (AIA Australia Group Privacy Policy).

MSAL privacy

We collect, use and disclose personal information about you in order to manage your superannuation benefits and give you information about your super. Our Privacy Policy outlines the type of information we keep about you and how we, and any organisations we appoint to provide services on our behalf, will use this information. If you do not provide the personal information requested, we may not be able to manage your superannuation. You can read our Privacy Policy online at mercersuper.com.au/privacy or you can obtain a copy by calling the Helpline.

The policy also includes details about how you may lodge a complaint about the way we have dealt with your information and how we will handle that complaint.

If you have any questions about the way in which we manage your information, please contact us using the details below:

AIA

Phone:13 10 56Email:au.customer@aia.comWebsite:aia.com.auMail:PO Box 234, Parramatta NSW 2124

MSAL

Phone:1800 682 525Website:mercersuper.com.au/privacyMail:GP0 Box 4303, Melbourne VIC 3001

What happens if we make an error?

We work hard to make sure you receive accurate information and that your Policy and any claim you make will be administered correctly. However, from time to time we do make and identify errors. If this happens, we will try to make things right.

If you think we have made an error, please tell us right away so that we can investigate and take action.

How to make a complaint

Information regarding the complaints process can be accessed online. Go to aia.com.au/AIASuper. A hard copy can also be provided on request.

Most enquiries can be resolved by simply talking with us. You can call us between 9am and 5pm (AEST/ADST), Monday to Friday so we can help.

If your enquiry is not resolved to your satisfaction, you may lodge a complaint in writing.

Phone:	13 10 56
Email:	au.customer@aia.com
Website:	aia.com.au
Mail:	AIA Australia
	PO Box 6111, Melbourne VIC 3004

The Trustee always seeks to resolve any complaints to the satisfaction of all concerned and in the best interests of all members of AIA Super. We will acknowledge your complaint as soon as practicable. We will provide you a response no later than 45 calendar days after receiving your complaint, unless another time frame is allowed or required under the relevant legislation. If we are unable to provide you a delay notification advising you the reasons for the delay, as well as your rights to complain to the Australian Financial Complaints Authority (AFCA).

If you have made a complaint and are not satisfied with the outcome, or we have not resolved your complaint within the required time frame, you can complain to AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website:	afca.org.au
Email:	info@afca.org.au
Phone:	1800 931 678 (free call)
Mail:	Australian Financial Complaints Authority
	GPO Box 3, Melbourne VIC 3001

Some complaints must be lodged with AFCA within set timeframes or may be outside of AFCA's jurisdiction.

Contact AFCA directly for more information about their time limits and other requirements.

Customer Service Centre: 13 10 56 Monday to Friday 9am – 5pm AEST **aia.com.au**