

PARTICULARS OF TRADE-IN VEHICLE AND DECLARATION

Make & Model:
FORD RANGER PX RANGER 4X4 DBLE CAB P/U XLS 3.2L AUT

| | | | |
|----------------------------|---------------------------|--------------------|-----------------------|
| Registration No: CRU65A | Built Plate Date: 2014 | Odometer: 59823 | Body Type: UTILITY |
|----------------------------|---------------------------|--------------------|-----------------------|

| | |
|------------------------------|------------|
| VIN No: MNAUMFF50EW286373 | Engine No: |
|------------------------------|------------|

I, DECLARE:
(Name of Declarant)

- (a) That:
- * The trade-in vehicle is my own property and was purchased from: _____
OR
 - * The trade-in vehicle is not my property and I have the full authority of the owner to transfer all right, title and interest in the trade-in vehicle to the Dealer;
 - * Title to the trade-in vehicle is not encumbered in any way and there are no monies owing to any person in respect to it;
OR
 - * The trade-in vehicle is encumbered by way of: _____

**Strike out as applicable and initial additions and deletions.*

Credit Provider:

| | |
|-----------------|------------------|
| Account Number: | Payout Required: |
|-----------------|------------------|

- (b) To the best of my knowledge the odometer reading detailed above is a true representation of the distance travelled by the trade-in vehicle;
- (c) I am not bankrupt and have not committed any act of bankruptcy. If I sign these particulars on behalf of a company, I declare that the company is not in liquidation or under receivership or under official management;
- (d) To the best of my knowledge, the trade-in vehicle has never been used as a taxi, hire-car or rental car and has never been subject to flood conditions, hail damage or insurance write-off;
- (e) The registration on the trade-in vehicle has not been cancelled nor am I aware of any circumstances which would cause the registration to be cancelled and no pension or other concessional rebate is applicable to the registration of the trade-in vehicle;
- (f) To the best of my knowledge there are no fines or infringement notices outstanding in relation to the trade-in vehicle.

Declaration for the Purpose of the PAYG (Withholding Tax) Legislation

The supplier of the trade-in vehicle clearly declares that it:

- * Will provide a Tax Invoice for the supply of the above described trade-in vehicle as it holds an ABN which is _____ and it is registered for GST purposes; or
- * Will not be providing a Tax Invoice for the supply of the above described trade-in vehicle because either:
 - * the supply is made by it as an individual and is wholly private or domestic in nature; or
 - * it holds an ABN which is _____ but is not registered for GST purposes.

**Strike out as applicable and initial additions and deletions.*

I declare and warrant for the benefit of the Dealer that the contents of this declaration are true, accurate and correct and I acknowledge that the dealer may rely on such contents.

DECLARANT: DATE:
IMPORTANT: READ THIS DECLARATION CAREFULLY BEFORE SIGNING

FOR OFFICE USE ONLY - PPSR & CARHISTORY

| | | |
|-----------------------|-------|-------|
| PPSR Reference: | Date: | Time: |
| Result: | | |
| CARHISTORY Reference: | Date: | Time: |
| Result: | | |

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| Result: | | |
| CARHISTORY Reference: | Date: | Time: |
| Result: | | |

TERMS AND CONDITIONS

Unless otherwise stated, the Customer and Dealer agree as follows:

1.1 The Purchase Price of the motor vehicle is the amount shown as "Total Amount Payable" in Section D.

1.2 The Purchase Price may be varied if before the delivery of the motor vehicle, there is a change in the manufacturer's recommended retail price, statutory charges or applicable taxes and duties. The Dealer shall give the Customer written notice of any variation in the Purchase Price. If the Purchase Price is varied due to an increase in the recommended retail price, the Customer may rescind this Contract any time within three (3) days after receipt of the written notice of the variation.

2.1 The Dealer shall use its best endeavours to acquire the motor vehicle by the estimated delivery date, but shall not be liable to the Customer for any damage or loss whatsoever arising either directly or indirectly from any such delay or failure of delivery.

2.2 The Customer shall take delivery of the motor vehicle at the Dealer's premises within seven (7) days of the Dealer notifying the Customer that the motor vehicle is available for delivery.

2.3 If the Dealer has not delivered the motor vehicle to the Customer within thirty (30) days of the estimated delivery date, the Customer may by notice in writing to the Dealer rescind this Contract.

2.4 Both the Dealer and the Customer acknowledge by signing this Clause in the space provided below that the motor vehicle is of unusual design or combines unusual options and that the Customer waives his right to rescission as provided in Clause 2.3.

Dealer _____

Customer _____

3.1 At or before taking delivery of the motor vehicle the Customer shall pay to the Dealer the balance of the Purchase Price shown as "Balance Payable" in Section D.

3.2 Before taking delivery of the motor vehicle the Customer shall deliver to the Dealer the trade-in vehicle together with all accessories, extras and attachments fitted at the time of valuation. If the trade-in vehicle is not in substantially the same condition as when valued by the Dealer, the parties may negotiate a variation in the nett trade-in allowance or either party may rescind this Contract.

3.3 Until the Dealer has received payment in full of the purchase price, title in the motor vehicle shall not pass to the Customer and the Customer shall hold possession of it as bailee only.

3.4 The Customer shall be deemed not to have paid the purchase price until the Dealer receives clear and unencumbered title to any trade-in vehicle and all other payments are credited to the Dealer's account.

3.5 While the Customer holds possession of the motor vehicle as bailee, he/she:

- (a) is responsible for its proper care and maintenance;
- (b) is liable for any loss or damage occasioned to it; and

3.6 Where the Dealer is entitled to reclaim possession of the motor vehicle, the Customer authorises the Dealer, its servants and agents to lawfully enter the Customer's property for the purposes of retaking possession.

4.1 Where the Customer requires finance to be provided for the payment of the motor vehicle,

the Customer shall promptly provide the Dealer and/or the Financier with information necessary to allow a determination of the Customer's finance application.

4.2 Where the Customer advises the Dealer before entering into this Contract that he/she requires credit to be provided for the payment of the motor vehicle and having taken reasonable steps has been unable to obtain credit, the Customer may within a reasonable period by notice in writing given to the Dealer rescind this Contract.

5. Where the Customer refuses or fails to take delivery of the motor vehicle other than under the cooling off right under section 29CA of the Motor Dealers Act 1974 (NSW) applicable to this contract (Cooling Off Right) or is otherwise in breach of his obligations under this Contract, the Dealer may terminate this Contract by written notice to the Customer.

If that occurs any deposit paid or payable by the Customer to any amount not exceeding 5% of the total Purchase Price of the vehicle shall be forfeited to the Dealer. Both parties acknowledge that the Dealer shall be entitled to claim by way of pre-estimated liquidated damages from the Customer an amount equal to 5% of the Total Amount Payable in Section D less any deposit forfeited.

6. Where the Contract is lawfully rescinded, (other than by exercise of the Cooling Off Right), the Dealer shall refund any monies paid by the Customer and where possible return the trade-in vehicle PROVIDED THAT the Dealer shall retain from any monies due to the Customer the actual costs of repairs and improvements, including GST, to the trade-in vehicle and any payouts made or to be made by the Dealer to clear any encumbrances. Where the Dealer has disposed of the trade-in vehicle the Customer shall accept \$ _____ which the parties agree is fair and reasonable compensation.

7. If the Customer is entitled and duly elects to terminate this Contract under the Cooling off Right;

7.1 the Customer is liable to the Dealer for any damage to the motor vehicle while it was in the Customer's possession, other than fair wear and tear;

7.2 the Dealer need not return any trade in vehicle if the Dealer is unable to return it because of a defect in the trade in vehicle, not caused by the Dealer, that renders the trade in vehicle incapable of being driven or unroadworthy, but

the dealer must permit, and the Customer must arrange for the collection of the trade in vehicle from the Dealer within days of the exercise of the Cooling Off Right;

7.3 the Customer (if the Customer has accepted delivery of the motor vehicle before termination) must return the motor vehicle to the Dealer unless the Customer is not able to return it because of a defect in the motor vehicle not caused by the Customer that has rendered the motor vehicle incapable of being driven or unroadworthy in which case the Customer must permit, and the Dealer must arrange for, the collection of the motor vehicle; and

7.4 any 'tied loan contract' within the meaning of the Consumer Credit (New South Wales) Code is terminated and section 125(2)-(6) of the Code applies to that termination as if it were a termination referred to in that section.

8. No warranties apply to this Contract with the exception of any which have been implied pursuant to any Commonwealth or State law and which may not by law be excluded therefrom together with any express warranties, the terms of which are set out herein.

9. Any addition to or variation of these terms and conditions will have no effect unless made in writing and signed by the parties to this Contract.

10. Where a motor vehicle has been acquired for the purpose of receiving Investment Allowance consideration, then the purchaser does so in the full knowledge that they take full responsibility for any such decision and as such The Dealer recommends that independent professional advice be undertaken through the purchasers accountants and or legal advisors as to their eligibility to claim a benefit.

PRIVACY STATEMENT

1. The Dealer is an organisation bound by the National Privacy Principles under the Privacy Act 1988. A copy of the Principles is available for perusal at the Dealer's premises or from the Office of the National Privacy Commissioner.

2. The kind of information the dealer holds is that detailed within this contract document or other information necessary to establish the Customers identification.

3. The main purposes the Dealer will use this information will be to facilitate the delivery of the goods which are the subject of this contract; and to meet the requirements of government authorities and third party suppliers associated with the supply of the motor vehicle and related goods. Associated services will include the provision of warranty and servicing for the vehicle; Insurance and registration of the vehicle; and the provision of information about new products related to vehicle use which becomes available from time to time.

4. The kinds of people which may be provided with information relating to you will include the NSW Roads and Traffic Authority, Insurance companies, suppliers of cars and other automotive products and services.

5. If you have any query or concerns about the way the Dealer manages your personal information, you should contact the Dealer Principal. You may request access to your personal information held by the Dealer, by contacting the person nominated in clause 5 above.

I. DETERMINATION AS TO CREDIT

REQUIREMENTS

(Delete and initial as appropriate)

1. The Customer does not require credit from any source to be provided for the payment of the motor vehicle, OR

2. The Customer requires credit to be provided before effect can be given to this Contract and will take reasonable steps themselves to arrange credit without delay, OR

3. The Customer requires credit to be provided before effect can be given to this Contract and authorises the Dealer to arrange credit on his/her behalf.

SIGNATURE _____

- IMPORTANT -

READ THIS DOCUMENT CAREFULLY BEFORE YOU SIGN
THIS DOCUMENT BECOMES A
LEGALLY BINDING CONTRACT
UPON ACCEPTANCE BY THE DEALER

CUSTOMER'S SIGNATURE _____

CUSTOMER'S SIGNATURE _____

ACCEPTANCE FOR & ON BEHALF OF THE DEALER _____

DELIVERY RECEIPT

I Acknowledge receipt of the goods as ordered

Customer _____

Date _____



Go Further

LET'S STAY IN TOUCH.



To provide you with the best experience possible, we'd like your permission to keep you in the loop and provide you with regular communications, including service reminders, news, vehicle updates and special deals on products and services.

Title:

First Name:

Last Name:

Address:

State:

Email:

Postcode:

Phone:

☐

Yes, I'd like to receive communications (including via electronic messaging) from Ford and this Dealer regarding special offers, promotions and details about Ford vehicles, products and services.

☐

No, I'd rather not receive marketing communications.

If you ticked 'Yes' above, you understand that you can at any time:

- a) Unsubscribe from Ford communications or change/manage the way Ford communicates with you by contacting Ford.
- b) Unsubscribe from this Dealer's communications or change/manage the way this dealer communicates with you by contacting the Dealer directly.

FORD MOTOR COMPANY

The personal information you have provided may be disclosed to Ford Motor Company of Australia Ltd ACN 004 116 223 (Ford) so that Ford can contact you about your purchase of a vehicle or related products and services and for quality assurance and market research purposes. If you use In-car technologies, please also see www.ford.com.au/owner. If you have ticked "YES" (above), Ford may also contact you with marketing material that may interest you. Ford may disclose your personal information to its dealers, its related companies and third parties who provide it with (or help it provide) products and services (e.g. autoclubs and providers of roadside assistance), including to overseas locations such as the USA, India, China and Singapore. Ford's privacy policy (available at www.ford.com.au) states how you can seek to access or correct any personal information Ford holds about you, how to complain about a privacy breach by Ford and how Ford will deal with a privacy complaint.

You can contact Ford on 13FORD (13 63 73) or by emailing foacust1@ford.com.

Dealer's Disclaimer:

City Ford Sydney

Australian Automotive Group Pty Ltd (Trading as City Ford Sydney) is committed to protecting the privacy of personal information which we handle and adhere to the principles outlined in the Privacy Act 1988. Personal Information is information which directly or indirectly identifies a person.

AAG may disclose personal information for the purposes for which it is held or where we are required to do so by law. AAG will take responsible steps to ensure that the personal information it collects, uses or discloses is accurate, complete and up to date.

The information collected by AAG is stored electronically and/or held in locked filing cabinets. We will take reasonable steps to protect the personal information we hold from misuse and loss from unauthorised access, modification or disclosure.

Owners
Signature:

Date:

/ /

Dealer's
Signature:

Dealer's
Name:

City Ford Sydney

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ASIC's guide to the hawking provisions

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by Emily Nighjoy-Wong

As a result of industry concerns about the broad scope of the anti- hawking provisions, ASIC has released a paper providing guidance and clarification on issues to consider when complying with the hawking prohibitions.

The hawking prohibitions, set out in sections 736, 992A and 992AA of the Corporations Act 2001 ("Act"), in general terms provide that a person must not offer financial products for issue or sale in the course of, or because of, an unsolicited meeting or telephone call with a retail client (which is given an extended meaning in section 761G of the Act).

ASIC's paper covers the following issues.

- **Communications caught by the hawking prohibitions**

The hawking prohibitions apply only to unsolicited telephone calls and meetings. They do not apply to unsolicited communications such as emails, letters, and media advertisements.

- **Meaning of 'unsolicited'**

In ASIC's view, a meeting or telephone call will be unsolicited unless it takes place in response to a positive, specific and informed request from a consumer. A 'positive' request involves an active step by the consumer and should involve some conscious decision by the consumer. For example, a consumer's failure to opt out of receiving future telephone calls when given an opportunity to do so on an application form, does not constitute a positive act of requesting a meeting or telephone call. To be a 'specific and informed' request, ASIC considers that the request should make clear which financial products or classes of financial products the consumer wishes to discuss.

- **Purpose of the meeting or telephone call**

Whether an offer for the issue or sale of a financial product breaches the hawking prohibitions depends, amongst other things, on the scope of the consumer's request. All the surrounding circumstances must be considered and each situation will depend upon its facts.

An example given by ASIC is an offer by a doctor to issue an insurance product to a patient, where the patient sees the doctor for the purposes of a medical examination. Such a meeting would be unsolicited in relation to the offer of the insurance product.

- **Existing clients**

Depending on the circumstances, a meeting or telephone call with an existing client may still be unsolicited for the purposes of the hawking provisions. The test is whether there is a positive, specific and informed request from the existing client.

- **Meaning of 'because of'**

ASIC states that an offer is made 'because of' a meeting or telephone call if the offer is caused by, or a result of, the meeting or telephone call. Determining whether an offer is causally connected with an unsolicited meeting or telephone call will depend on all the circumstances, including the nature of the unsolicited contact, how much time has elapsed between that contact and the offer, and whether there are any intervening events that should be regarded as breaking the causal connection. Examples of when the causal connection would and would not be broken are contained in the guidance paper.

While the guidance paper goes some way to clarifying issues raised by industry, ultimately, the onus is on the offeror to consider on a case by case basis whether a particular communication is caught by the anti-hawking provisions.

In this regard, the guidance paper merely sets out ASIC's interpretation of the anti-hawking provisions under the Act and how it intends to regulate these provisions. It seems that ASIC has, in some cases, given these provisions an overly narrow interpretation and it may well be that a Court may not take the same view.

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What's your name? *

What's the best way for us to get back to you? *

Please enter the characters shown *



The Guardian



Life insurer breached cold-call laws more than 300,000 times, inquiry told

Royal commission also hears of overcharged premiums and customers not informed their life insurance cancelled

Gareth Hutchens

Mon 10 Sep 2018 19.31 AEST

Life insurance company Clearview Group has admitted to breaking anti-hawking laws more than 300,000 times, which is a criminal offence, by cold-calling people to sell them insurance.

On Monday the banking royal commission heard Gregory Martin, Clearview's chief actuary and risk officer, conceding many of the phonecalls were targeting poor and vulnerable individuals.

The commission heard Clearview made the unsolicited calls to Australians over a three-year period, between July 2014 and May 2017, after buying their data from third-party data providers Bradford Exchange, Greater Data, and Value Add.

It made between 300,000 and 303,000 unsolicited calls in total, during which attempts were made to sell life insurance products, representing more than 300,000 breaches of anti-hawking provisions.

Under Australia's Corporations Act, a person must not try to sell financial products during an unsolicited telephone call or an unsolicited meeting.

The so-called “hawking” prohibition aims to prevent pressure selling of financial products to retail clients. The hawking prohibition does not apply to unsolicited communications such as emails, letters, facsimiles, brochures or media advertisements (either press, radio or television).

Martin accepted on Monday that there were breaches of a potentially criminal nature.

“You accept that there were between 300,000 and 303,000 breaches by Clearview of these criminal provisions in that three-year period,” senior counsel assisting Rowena Orr QC asked Martin.

Martin replied: “303,000 is the number of phone calls, yes.”

Orr continued: “And the number of breaches that you’ve notified ASIC of?”

Martin replied: “Yes.”

“At the time that we were doing that we didn’t understand that we were breaching the anti-hawking rules, that’s nothing more complex than that, we just got that wrong ... we made a mistake,” Martin said.

The evidence came on the first day of the royal commission’s investigation of the insurance industry.

Earlier on Monday, Australia’s biggest insurance companies admitted to overcharging premiums, underpaying payouts by millions, and not informing customers that their life insurance had been cancelled.

AMP has conceded its authorised representatives had been advising customers to switch life insurance policies so they could receive large upfront commissions, while the 10 largest life insurers have admitted to paying over \$6bn in commissions to financial advisers over a five-year period.

And consumer organisations have identified “claim fatigue” as a significant issue in Australia’s insurance industry, with a high number of claims being withdrawn before they are determined because consumers find the claims process so exhausting.

On Monday, the shadow minister for financial services, Clare O’Neil, said the evidence from Clearview was shocking.

“It is an enormous, appalling breach - and yet another example of sickening misconduct in the financial services sector,” O’Neil said.

“Most shockingly, this misconduct could’ve been stopped so much earlier. These potentially criminal breaches were occurring up until mid-2017 - while the Liberals were blocking the royal commission.”

This week the royal commission is investigating life insurance, next week it will investigate general insurance such as add-on insurance sold through travel insurance, car dealerships and natural disaster claims.

Senior counsel assisting the commission Rowena Orr QC said on Monday the industry was rife with financial incentives that worked against the interests of consumers.

Until January this year, life insurance companies could continue to pay financial advisers high rates of upfront and trail commissions to encourage planners to recommend their products.

Orr said the 10 largest life insurers had paid more than \$6bn in commissions to financial advisers in connection with the sale of life cover in about five years.

Orr listed numerous examples of alleged misconduct and poor behaviour, which the commission will investigate over the next fortnight.

NAB:

NAB admitted to problems with its incorrect death and total and permanent disability tests which led to customers having their claims rejected incorrectly, or receiving lower insurance payments, or being told they were not eligible for cover.

It says roughly \$2.3m has been paid to those affected.

AMP:

AMP has conceded its authorised representatives had been advising customers to switch AMP life insurance policies so they could receive large upfront commissions.

AIA Australia:

AIA Australia acknowledged failing to notify up to 1,000 customers that their life insurance had been cancelled for the non-payment of premiums.

It admitted to deducting premium payments twice from customer credit cards in 2009, worth \$775,000, because of a “system error”.

It admitted to underpaying customers more than \$3.9m after miscalculating the pre-disablement income of policyholders who were making claims.

Allianz:

Allianz admitted customers who took out consumer credit insurance policies through car dealerships had been overcharged, leading to refunds worth \$1.8m.

It failed to respond, within 10 business days, to 6,000 travel insurance claims.

After customers reduced their level of cover, it overcharged policyholders by incorrectly debiting monthly bank payments, with 2,500 customers refunded more than \$650,000.

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