

## NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 31/03/2021 3:11:37 PM AEST and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

### Details of Filing

Document Lodged: Concise Statement  
File Number: QUD96/2021  
File Title: AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION v  
COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124  
Registry: QUEENSLAND REGISTRY - FEDERAL COURT OF AUSTRALIA



Dated: 31/03/2021 4:02:47 PM AEST

A handwritten signature in blue ink that reads 'Sia Lagos'.

Registrar

### Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



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**CONCISE STATEMENT**

**FEDERAL COURT OF AUSTRALIA  
DISTRICT REGISTRY: QUEENSLAND  
DIVISION: GENERAL**

**NO OF 2021**

**IN THE MATTER OF COMMONWEALTH BANK OF AUSTRALIA**

**ACN: 123 123 124**

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION**

Plaintiff

**COMMONWEALTH BANK OF AUSTRALIA (ACN 123 123 124)**

Defendant

**A. IMPORTANT FACTS GIVING RISE TO CLAIM**

1. From 1 June 2010 to 11 September 2019 (**Relevant Period**), the defendant, Commonwealth Bank of Australia (**CBA**) charged monthly access fees (**MAFs**) to customers in connection with transaction accounts when it was not entitled to. The customers were entitled to waivers of the MAFs by meeting specified criteria (**MAF Waiver**). CBA's conduct in incorrectly charging customers, occurred because of 30 different ways in which CBA's systems and processes were inadequate, improperly configured or allowed manual errors that resulted in the MAF being charged. During the Relevant Period, CBA charged MAFs to customers incorrectly on at least 7 million occasions, affecting almost 1 million customers and more than 800,000 accounts, with CBA receiving almost \$55 million in MAFs contrary to the transaction account terms and conditions, contained in a document titled 'Transaction Savings and Investment Account terms and conditions' (**Terms and Conditions**). Of those contraventions, approximately 2.4 million occasions, with an approximate value of \$11.5 million, occurred between 1 April 2015 and 11 September 2019 (**Penalty Period**).
2. CBA is a major Australian bank. As at the close of market on 30 March 2021, CBA was the largest listed company in Australia by market capitalisation, which was approximately \$151 billion. As at 30 June 2020, CBA's total assets exceeded \$1 trillion, and CBA reported a net profit of \$9.634 billion (after tax) for the financial year.
3. By 1 June 2010, CBA had introduced MAF Waivers. From that date (except as otherwise specified below), the Terms and Conditions provided that a MAF Waiver would apply where (see further at **Schedule 2**):
  - (a) a customer had a "Relationship Balance" of \$50,000 or more, meaning that the sum of the customer's eligible personal accounts held with CBA is more than \$50,000 (calculated on a date and using a methodology specified by CBA) (**Relationship Balance Waiver**);
  - (b) a customer had a pensioner concession, received an age, service or (from 20 March 2013) disability pension (**Age, Service or Disability Pension Waiver**);

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Filed on behalf of the Plaintiff, Australian Securities and Investments Commission

File ref: 19002566

Prepared by: Jody Marshall

AGS lawyer within the meaning of s 55I of the *Judiciary Act* 1903

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- (c) a customer was a full time tertiary student, or, from 8 July 2010, a student attending an education institution located in Australia or undertaking an Australian apprenticeship (**Student / Apprentice Waiver**);
  - (d) a customer's account was opened after 31 May 2010 and he or she put in at least \$2,000 each month (**Sum of Deposit (General) Waiver**);
  - (e) a customer's account was opened before 20 October 2010, he or she was 21 to 24 years old and he or she put in at least \$1,000 each month (**Sum of Deposit (21 – 24 year olds) Waiver**);
  - (f) from 8 July 2010, a customer was under 21 and the account holder or beneficiary of a trust (and the oldest account holder) (**Under 21s Waiver**);
  - (g) a customer had an "eligible wealth package", which is in addition to an eligible home loan that gives the customer various discounts (**Wealth Package Waiver**);
  - (h) a customer was a CBA Complete Home Loan Customer who obtained his or her loan before 31 October 1997 for a property he or she lived in or (from 30 September 2015) had a current eligible home loan in their personal name (and, from 1 July 2016, that loan had a debit balance greater than \$1) (**Home Loan Waiver**);
  - (i) from 25 May 2012, a customer was over 14, would migrate within 3 months to Australia or (from 19 January 2019) had migrated to Australia in the past 3 months, and had opened an account in their personal name online via a dedicated CBA webpage (**Migrant Waiver**).
4. CBA employees also had discretion in some instances to waive MAFs on behalf of customers (**Discretionary Waiver**).
  5. The account types to which CBA was entitled to charge MAFs but which CBA incorrectly charged customers during the Relevant Period (**Relevant Accounts**) are set out in **Schedule 1** with the applicable MAF Waiver types for those accounts. The amount of the MAF CBA charged on each account type was set out in the Terms and Conditions and varied between \$4 and \$6 per month. The charges applied for MAFs to each account type are set out in **Schedule 3**. The ways in which the Terms and Conditions defined a MAF are set out in **Schedule 4**.
  6. On each occasion that CBA charged a MAF during the Relevant Period, CBA included the amount deducted and one of the following forms of words on a customer's bank statement to record that an amount for the MAF had been deducted from the customer's account: "Prev Month Acct Fee", "Monthly Account Fee", "Account Keeping Fee", "Account Fee". The specific narrations on bank statements for each type of account are set out in **Schedule 5**.
  7. During the Relevant Period, 14,841,844 Relevant Accounts were established. By establishing the Relevant Account, each customer entered into a contract with CBA, governed by the Terms and Conditions, which entitled a customer to a MAF Waiver where a customer satisfied particular criteria. The criteria a customer was required to satisfy to qualify for the MAF Waiver is set out in **Schedule 2**. For the customers who already held one of the 6,756,576 Relevant Accounts at the start of the Relevant Period, CBA updated its Terms and Conditions and reissued those Terms and Conditions to customers including new entitlements to MAF Waivers.

***CBA identification of MAFs incorrectly charged to customers***

8. Between 1 June 2010 and 22 May 2019, CBA received a total of 14,005 customer complaints relating to the charging of MAFs.
9. Additionally, from January 2011, CBA identified problems with its systems which caused customers to be incorrectly charged MAFs due to MAF Waivers not being applied:
  - (a) On 13 January 2011, CBA identified that a system file had failed to run on a monthly basis since September 2010 to update customers' details, which resulted in some customers not receiving a MAF Waiver when they otherwise would have been eligible to receive a Relationship Balance Waiver.

- (b) On 7 May 2014, CBA identified an error whereby customers' dates of birth were not correctly updated on customer accounts, which had an effect on determining customer eligibility for MAF Waivers related to their age.
  - (c) On 14 October 2014, CBA identified that some home loan customers were not receiving a MAF Waiver, even though they were eligible for one because they had an eligible home loan.
  - (d) On 23 May 2016, CBA identified an issue relating to the Relationship Balance, where not all of a customer's accounts were considered by its systems in determining whether the customer had the threshold Relationship Balance to receive a MAF Waiver.
  - (e) In August 2017, CBA identified that there was an issue with accounts of 21 to 24 year olds whose accounts were not configured properly in its systems, meaning those customers may have been charged a MAF when they were entitled to a MAF Waiver based on the sum of deposits those customers had made.
10. From August 2017, CBA continued to investigate the issues identified in August 2017.
  11. On 29 November 2018, CBA received an auditor notification letter from PwC, stating that PwC had become aware of circumstances that constituted, or may have constituted, contraventions of condition 2 of CBA's Australian Financial Services Licence (**AFSL**) (CBA at all material times held an AFSL No 234945).
  12. Following receipt of the letter, from 29 November 2018, senior executives at CBA were informed that customers were being charged MAFs incorrectly and on 1 February 2019, CBA CEO Matt Comyn was informed that MAFs were being charged incorrectly to customers.

***Breach reporting to the Australian Securities and Investments Commission***

13. CBA first notified the Australian Securities and Investments Commission (**ASIC**) that it had been charging MAFs in circumstances where customers were entitled to MAF Waivers on 17 December 2018. This letter notified the issues in items 1 and 2 in **Schedule 6**.
14. On 23 May 2019, CBA sent ASIC another letter advising that CBA had considered further the conduct identified in the 17 December 2018 letter and had concluded that it gave rise to a significant breach of s 912A(1)(a) of the *Corporations Act 2001* (Cth) (**Corporations Act**), and was reach reporting the conduct under s 912D(1B) of the Corporations Act.
15. Subsequently, CBA made the following notifications to ASIC of additional MAF Waiver issues:
  - (a) On 14 June 2019, CBA breach reported 25 additional instances of incorrectly charging MAFs to ASIC, relating to items 3, 4, 7-20, 22, 23, 25-30 of Schedule 6. CBA reported that these additional instances, in aggregate with the two instances of mischarging reported to ASIC on 23 May 2019, constituted breaches of s 912A(1)(a) and (b) for the purposes of s 912D(1B) of the Corporations Act.
  - (b) On 30 August 2019, CBA provided ASIC with information in a response to a notice issued under s 912C(1) of the Corporations Act that it had become aware of "a small number of further instances of MAF waivers not being applied correctly".
  - (c) On 9 October 2019, CBA updated its 14 June 2019 breach report to include the further issues identified in its response to the s 912C notice given on 30 August 2019, being items 5, 21 and 24 of Schedule 6.
  - (d) On 13 November 2019, as a further update to the breach report made by CBA on 14 June 2019, CBA notified ASIC that CBA had since identified another instance where, by its systems and processes, CBA had failed to apply a MAF Waiver. This is item 6 of Schedule 6.

***MAF system failings***

16. At all times during the Relevant Period, CBA did not have any, or any adequate, systems or processes in place to ensure it would correctly charge MAFs and apply MAF Waivers to the Relevant Accounts.

17. Between 13 January 2011 and November 2019, CBA identified a total of 30 different ways in which, during the Relevant Period, it incorrectly charged MAFs when customers were entitled to MAF Waivers under the Terms and Conditions (**MAF System Failings**). Each of the MAF System Failings that led to customers being charged MAFs in circumstances where they were entitled to MAF Waivers is described in **Schedule 6**.
18. The MAF System Failings arose out of CBA's continuing failure over the Relevant Period to establish and maintain appropriate systems and processes to ensure it could apply the MAF Waivers in accordance with the Terms and Conditions. In particular, the MAF System Failings occurred because CBA:
  - (a) had inadequate systems that did not allow proper management of customer information or eligibility criteria;
  - (b) had improperly configured systems that led to errors in determining eligibility for MAF Waivers, such as incorrect calculations based on date errors, failing to include all of a customer's accounts or all relevant transactions when determining eligibility; or
  - (c) made manual errors, such as failures by CBA staff to enter correct information into customers' profiles so that CBA could charge MAFs correctly.
19. Further, at no stage during the Relevant Period did CBA conduct a broad review of the MAF System Failings to ensure the MAF Waivers were correctly applied to the Relevant Accounts. Instead, the 30 instances of incorrect charging were separately identified and investigated, but CBA failed to undertake a review of the systemic problem causing the MAF System Failings to prevent further instances of incorrect charging of MAFs. The MAF System Failings also occurred despite CBA being aware from 13 January 2011 of errors with its systems and processes that contributed to the incorrect charging of MAFs and despite CBA receiving customer complaints about incorrectly charged MAFs over a period of almost 9 years.

#### **Remediation**

20. At 4 December 2020, CBA had undertaken remediation of customers who were affected by the MAF System Failings for the majority of the MAF System Failings in Schedule 6.
21. CBA first paid remediation for the MAF System Failings in August 2011, and will be remediating customers until at least the first quarter of 2021. At 4 December 2020, the total amount of remediation payable to customers for remediation programs that CBA has completed was \$65,898,887.31. This represents remediation to 969,230 customers across all of the MAF System Failings. There are some customers who have not been remediated.
22. CBA has not paid components of compensation or interest for some customers who have been remediated. The MAF System Failings for which compensation or interest have not been paid to remediated customers are set out in **Schedule 7**.
23. Additionally, as at December 2020, CBA had not completed making remediation payments for 4 of the MAF System Failings. The estimated outstanding value of remediation payments to be made as at December 2020 was approximately \$60,000 to 230 customers.

#### **C. RELIEF SOUGHT FROM THE COURT**

24. ASIC seeks declarations, pecuniary penalties, publication orders and ancillary orders as set out in the Originating Process.

#### **D. PRIMARY LEGAL GROUNDS FOR THE RELIEF SOUGHT**

25. On each occasion that CBA charged a customer a MAF in circumstances where CBA should have applied a MAF Waiver, CBA expressly or impliedly represented in trade or commerce and in connection with the supply of financial services that it had a contractual entitlement to do so, when it did not.
26. By charging or notifying the customer of charging the MAF, CBA, acting in trade or commerce in connection with the supply of financial services, on each occasion during the Relevant Period engaged in misleading or deceptive conduct or conduct that was likely to mislead or deceive,

and/or made false or misleading representations concerning the existence or effect of a condition, right or remedy in contravention of ss 12DA and/or 12DB(1)(i) of the *Australian Securities and Investments Commission Act 2001* (Cth) (**ASIC Act**).

27. Further, on each occasion during the Relevant Period that CBA entered into a contract with a customer, by the customer's acceptance of the Terms and Conditions, to establish a Relevant Account, and each time CBA sent a customer an updated version of the Terms and Conditions during the Relevant Period after the customer had entered into the contract, CBA, acting in trade or commence in connection with the supply of financial services, on each occasion:
- (a) made implied representations that it had, and would have adequate systems and processes in place to ensure that it could provide the MAF Waivers where a customer satisfied the criteria specific to a Relevant Account contained in the Terms and Conditions; and
  - (b) made those implied representations when it did not have adequate systems and did not have reasonable grounds (within the meaning of s 12BB(1) of the ASIC Act) for stating it would have systems in the future to provide the benefits, and the price for services, in the form of MAF Waivers,

in contravention of ss 12DA, 12DB(1)(e) and/or 12DB(1)(g) of the ASIC Act.

28. By each occasion that CBA contravened as referred to in paragraphs 26 and 27 above, CBA breached its general obligation to comply with the financial services laws in contravention of s 912A(1)(c) of the Corporations Act.
29. By its conduct in each of:
- (a) failing to apply the MAF Waivers to customer accounts in respect of Relevant Accounts (on at least 7,033,346 occasions) over the Relevant Period when it impliedly represented that it would do so;
  - (b) continuing and maintaining throughout the Relevant Period systems and processes that were not capable of ensuring compliance with obligations to customers; and
  - (c) failing to undertake an appropriate review of the multiple systemic issues that contributed to the ongoing failures of CBA's systems to apply MAF Waivers in accordance with the Terms and Conditions,

CBA breached its obligation to do all things necessary to ensure that the financial services covered by its financial services licence were provided efficiently, honestly and fairly in contravention of s 912A(1)(a) of the Corporations Act.

30. CBA has derived a benefit and avoided a detriment because of its contraventions. In the premises, ASIC relies on the higher maximum penalty available for contraventions from 13 March 2019 pursuant to ss 12GBCA(2)(b) & (c) of the ASIC Act and 1317G(4)(b) & (c) of the Corporations Act.

#### **E. HARM SUFFERED AND PROFITS EARNED FROM THE CONDUCT**

31. CBA customers suffered financial loss as a result of the conduct because they were required to pay MAFs that CBA was not entitled to charge under its Terms and Conditions. More than 969,457 customers were harmed by CBA on at least 7,033,346 occasions, in circumstances where CBA (before remediation) benefited from a total of \$65,957,739.90 (including interest) in incorrectly charged MAFs.
32. CBA customers affected by the MAF System Failings suffered financial loss (up until the date the CBA customers were remediated) and inconvenience as a result of these failings because they lost access to those funds at the time. Additionally, CBA has not paid compensation or interest to those customers who were affected by the issues listed in Schedule 7, with the result that those customers were deprived of those amounts for a period of time and were not compensated by CBA for the interest accruing on those amounts. Further, CBA is yet to remediate all customers who were incorrectly charged MAFs because customers have not been remediated, for example, as a result of being unable to locate customers or customers not presenting cheques.

**CERTIFICATE OF LAWYER**

I, Jody Marshall, certify to the Court that, in relation to the concise statement filed on behalf of the Plaintiff, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 31 March 2021

A handwritten signature in black ink that reads "Jody Marshall". The signature is written in a cursive style and is positioned above a horizontal dotted line.

Jody Marshall  
AGS lawyer  
for and on behalf of the Australian Government Solicitor  
Lawyer for the Plaintiff

## Schedule 1 – Relevant Accounts

Affected accounts	Waivers affecting account types
Smart Access	Sum of Deposit Waiver (General) Sum of Deposit Waiver (21 – 24 year olds) Waiver Home Loan Waiver Under 21s Waiver Wealth Package Waiver Relationship Balance Waiver Age, Service or Disability Pension Waiver Migrant Waiver Student/Apprentice Discretionary Waiver
Complete Access	Sum of Deposit Waiver (General) Sum of Deposit Waiver (21 – 24 year olds) Waiver Home Loan Waiver Under 21s Waiver Wealth Package Waiver Relationship Balance Waiver Age, Service or Disability Pension Waiver Student/Apprentice Waiver Discretionary Waiver
Streamline e-access	Sum of Deposit Waiver (General) Sum of Deposit Waiver (21 – 24 year olds) Waiver Home Loan Waiver Under 21s Waiver Relationship Balance Waiver Age, Service or Disability Pension Waiver
Streamline unlimited	Sum of Deposit Waiver (General) Sum of Deposit Waiver (21 – 24 year olds) Waiver Home Loan Waiver Under 21s Waiver Wealth Package Waiver Relationship Balance Waiver Age, Service or Disability Pension Waiver
Streamline (Electronic and Assisted/Electronic)	Sum of Deposit Waiver (General) Sum of Deposit Waiver (21 – 24 year olds) Waiver Home Loan Waiver Under 21s Waiver



Affected accounts	Waivers affecting account types
	Wealth Package Waiver Relationship Balance Waiver Age, Service or Disability Pension Waiver Student/Apprentice Waiver Discretionary Waiver
Commonwealth Direct Investment	Sum of Deposit Waiver (General) Sum of Deposit Waiver (21 – 24 year olds) Waiver Home Loan Waiver Relationship Balance Waiver Discretionary Waiver
Cash Investment Account	Sum of Deposit Waiver (General) Sum of Deposit Waiver (21 – 24 year olds) Waiver Home Loan Waiver Wealth Package Waiver Relationship Balance Waiver Discretionary Waiver
Cash Management Call Account	Sum of Deposit Waiver (General) Sum of Deposit Waiver (21 – 24 year olds) Waiver Home Loan Waiver Wealth Package Waiver Relationship Balance Waiver Age, Service or Disability Pension Waiver Discretionary Waiver
Award-Saver Account	Relationship Balance Waiver
Savings Investment Account	Relationship Balance Waiver Age, Service or Disability Pension Waiver Discretionary Waiver
Passbook Savings Account	Relationship Balance Waiver Age, Service or Disability Pension Waiver
High Performance Cash Account	Relationship Balance Waiver Age, Service or Disability Pension Waiver

**Schedule 2 –Criteria for MAFs Waiver entitlement from Terms and Conditions**

Period in effect	Summary of MAFs Waiver entitlement criteria from Terms and Conditions	
<b>Relationship Balance Waiver</b>		
31 May 2010 – 29 May 2011	<p>If a customer:</p> <ul style="list-style-type: none"> <li>• holds an applicable account individually and has, as at the second last business day of each month, an aggregate of savings and borrowings of \$50,000 or more (<b>Relationship Balance</b>) in eligible contributing accounts (set out below) being:               <ul style="list-style-type: none"> <li>○ the total of the savings and borrowings in eligible contributing accounts held individually; and</li> <li>○ the part of the savings and borrowings in eligible contributing accounts held jointly if that amount in each account were to be apportioned equally among the joint account holders; or</li> </ul> </li> <li>• holds an applicable account jointly and has, as at the second last business day of each month, an aggregate of savings and borrowings of \$50,000 or more (<b>Relationship Balance</b>) in eligible contributing accounts (set out below) that he or she holds jointly with the same joint account holders,</li> </ul> <p>the applicable account is entitled to a MAF Waiver.</p>	
	Eligible contributing accounts	Accounts that do not contribute to the Relationship Balance
	Accelerator Cash Account, Base Variable Rate Home Loan*, Base Variable Rate Investment Home Loan*, Austudy/Abstudy Loans, AwardSaver Account, CALIA Transaction Facility, Campus Loan, Cash Investment Account, Cash Management Call Account, Complete Access, Complete Home Loan, Commonwealth Direct Investment Account, Farm Management Deposit, Fully Drawn Loan, High Performance Cash Account, Home Equity Facility, Investment Home Loan, Line of Credit (Colonial branded), Money Market Call Account, Mortgage Interest Saver Account, NetBank Saver, Passbook Savings Account, Pensioner Security Account - Keycard/Cheque, Pensioner Security Account - Passbook, Personal Credit Line, Personal Loan, Premium Banking Account, Private Banking Account, Viridian Line of Credit, Residential Property Investment Loan, Savings Investment Account, Smart	All non-personal accounts, CBFC Products, Commercial Bills, Commonwealth Bank Investment Bonds, Commonwealth Financial Services products, Credit Cards, Development Bank products, First Home Saver Accounts, Homepath products, Superannuation Savings Account, Security Investments (Negotiable Certificates of Deposit), Youthsaver Account.

Period in effect	Summary of MAFs Waiver entitlement criteria from Terms and Conditions			
	Access, Streamline Account (including Streamline Overdraft), Term Deposit, Term Loan. * Includes Commonwealth Bank and Colonial branded facilities			
30 May 2011 – 11 March 2014	As above.			
12 March 2014 – 29 September 2015	As above except that the eligible contributing accounts are as set out below. <table border="1" data-bbox="663 491 2029 858" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="663 491 2029 539" style="background-color: #e0e0e0;">Eligible contributing accounts</th> </tr> </thead> <tbody> <tr> <td data-bbox="663 539 2029 858">               Accelerator Cash Account, Austudy/Abstudy Loans, AwardSaver Account, CALIA Transaction Facility, Campus Loan, Cash Investment Account, Cash Management Call Account, Complete Access, Commonwealth Direct Investment Account, Farm Management Deposit, GoalSave Account, Home Loans<sup>#</sup>, Line of Credit (Colonial branded), Money Market Call Account, Mortgage Interest Saver Account, NetBank Saver, Passbook Savings Account, Pensioner Security Account - Card/Cheque, Pensioner Security Account - Passbook, Personal Credit Line, Personal Loan, Private Banking Account, Viridian Line of Credit, Savings Investment Account, Smart Access, Streamline Account (including Streamline Overdraft), Term Deposit, Term Loan.  <sup>#</sup> Includes Commonwealth Bank and Colonial branded facilities – Excludes Staff Home Loans, HomePath Home loans and Home Loans in the name of a non personal entity.             </td> </tr> </tbody> </table>		Eligible contributing accounts	Accelerator Cash Account, Austudy/Abstudy Loans, AwardSaver Account, CALIA Transaction Facility, Campus Loan, Cash Investment Account, Cash Management Call Account, Complete Access, Commonwealth Direct Investment Account, Farm Management Deposit, GoalSave Account, Home Loans <sup>#</sup> , Line of Credit (Colonial branded), Money Market Call Account, Mortgage Interest Saver Account, NetBank Saver, Passbook Savings Account, Pensioner Security Account - Card/Cheque, Pensioner Security Account - Passbook, Personal Credit Line, Personal Loan, Private Banking Account, Viridian Line of Credit, Savings Investment Account, Smart Access, Streamline Account (including Streamline Overdraft), Term Deposit, Term Loan. <sup>#</sup> Includes Commonwealth Bank and Colonial branded facilities – Excludes Staff Home Loans, HomePath Home loans and Home Loans in the name of a non personal entity.
Eligible contributing accounts				
Accelerator Cash Account, Austudy/Abstudy Loans, AwardSaver Account, CALIA Transaction Facility, Campus Loan, Cash Investment Account, Cash Management Call Account, Complete Access, Commonwealth Direct Investment Account, Farm Management Deposit, GoalSave Account, Home Loans <sup>#</sup> , Line of Credit (Colonial branded), Money Market Call Account, Mortgage Interest Saver Account, NetBank Saver, Passbook Savings Account, Pensioner Security Account - Card/Cheque, Pensioner Security Account - Passbook, Personal Credit Line, Personal Loan, Private Banking Account, Viridian Line of Credit, Savings Investment Account, Smart Access, Streamline Account (including Streamline Overdraft), Term Deposit, Term Loan. <sup>#</sup> Includes Commonwealth Bank and Colonial branded facilities – Excludes Staff Home Loans, HomePath Home loans and Home Loans in the name of a non personal entity.				
30 September 2015 – 8 February 2016	If a customer: <ul style="list-style-type: none"> <li>• holds an applicable account either individually or jointly; and</li> <li>• has, as at the second last day of each month, an aggregate of savings and borrowings of \$50,000 or more (<b>Relationship Balance</b>) in eligible contributing accounts (set out below) held either individually or jointly,</li> </ul> the applicable account is entitled to a MAF Waiver. <table border="1" data-bbox="663 1058 2029 1257" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="663 1058 2029 1106" style="background-color: #e0e0e0;">Eligible contributing accounts</th> </tr> </thead> <tbody> <tr> <td data-bbox="663 1106 2029 1257">               Accelerator Cash Account, Award Saver Account, Cash Investment Account, Cash Management Call Account, Complete Access, Commonwealth Direct Investment Account, Farm Management Deposit, GoalSaver Account, NetBank Saver, Passbook Savings Account, Private Banking Account, Savings Investment Account, Smart Access, Streamline Account, Term Deposit and Viridian Line of Credit.             </td> </tr> </tbody> </table>		Eligible contributing accounts	Accelerator Cash Account, Award Saver Account, Cash Investment Account, Cash Management Call Account, Complete Access, Commonwealth Direct Investment Account, Farm Management Deposit, GoalSaver Account, NetBank Saver, Passbook Savings Account, Private Banking Account, Savings Investment Account, Smart Access, Streamline Account, Term Deposit and Viridian Line of Credit.
Eligible contributing accounts				
Accelerator Cash Account, Award Saver Account, Cash Investment Account, Cash Management Call Account, Complete Access, Commonwealth Direct Investment Account, Farm Management Deposit, GoalSaver Account, NetBank Saver, Passbook Savings Account, Private Banking Account, Savings Investment Account, Smart Access, Streamline Account, Term Deposit and Viridian Line of Credit.				
9 February 2016 – 25 August 2016	As above, except that the day of the month on which the applicable account(s) must have the relevant aggregate of savings or borrowings or more is “the second last <u>business</u> day of the month” (emphasis added).			
26 August 2016 – 15 December 2016	If a customer:			

Period in effect	Summary of MAFs Waiver entitlement criteria from Terms and Conditions					
	<ul style="list-style-type: none"> <li>• holds an applicable account either individually or jointly; and</li> <li>• has, as at the second last business day of each month, an aggregate of savings and borrowings of \$50,000 or more (<b>Relationship Balance</b>) in eligible contributing accounts (set out below) held either individually or jointly in personal name(s),</li> </ul> <p>the applicable account is entitled to a MAF Waiver.</p> <table border="1" data-bbox="669 422 2036 746"> <thead> <tr> <th data-bbox="669 422 1341 502">Eligible contributing accounts</th> <th data-bbox="1341 422 2036 502">Accounts that do not contribute to the Relationship Balance</th> </tr> </thead> <tbody> <tr> <td data-bbox="669 502 1341 746">All accounts covered by the Transaction, Savings and Investment Accounts Terms and Conditions dated 12 March 2014 as amended as well as the following accounts: Accelerator Cash, Farm Management Deposit, Passbook Savings Private Banking, Term Deposit and Viridian Line of Credit that are held either individually or jointly in personal name(s).</td> <td data-bbox="1341 502 2036 746">Any account where one or more of the account holders is a non-personal entity (eg a trustee, company, association or business) or the account is for business purposes.</td> </tr> </tbody> </table>		Eligible contributing accounts	Accounts that do not contribute to the Relationship Balance	All accounts covered by the Transaction, Savings and Investment Accounts Terms and Conditions dated 12 March 2014 as amended as well as the following accounts: Accelerator Cash, Farm Management Deposit, Passbook Savings Private Banking, Term Deposit and Viridian Line of Credit that are held either individually or jointly in personal name(s).	Any account where one or more of the account holders is a non-personal entity (eg a trustee, company, association or business) or the account is for business purposes.
Eligible contributing accounts	Accounts that do not contribute to the Relationship Balance					
All accounts covered by the Transaction, Savings and Investment Accounts Terms and Conditions dated 12 March 2014 as amended as well as the following accounts: Accelerator Cash, Farm Management Deposit, Passbook Savings Private Banking, Term Deposit and Viridian Line of Credit that are held either individually or jointly in personal name(s).	Any account where one or more of the account holders is a non-personal entity (eg a trustee, company, association or business) or the account is for business purposes.					
16 December 2016 – 30 April 2016	<p>As above except that:</p> <ul style="list-style-type: none"> <li>• the applicable account must be held individually or jointly in personal name(s); and</li> <li>• the applicable account must have been held by the customer for at least one month since: <ul style="list-style-type: none"> <li>○ the opening of the account; or</li> </ul> </li> </ul> <p>the price offer applicable to the account changed.</p>					
1 May 2017 – 3 October 2019	<p>If a customer:</p> <ul style="list-style-type: none"> <li>• holds an applicable account either individually or jointly in personal name(s);</li> <li>• the applicable account has been held by the customer for at least one month since: <ul style="list-style-type: none"> <li>○ the opening of the account; or</li> <li>○ the price offer applicable to the account changed; and</li> </ul> </li> <li>• has, as at the second last business day of each month, an aggregate of savings and borrowings of \$50,000 or more (<b>Relationship Balance</b>) in eligible contributing accounts (set out below) held either individually or jointly in personal name(s),</li> </ul> <p>the applicable account is entitled to a MAF Waiver.</p> <table border="1" data-bbox="669 1316 2036 1396"> <thead> <tr> <th data-bbox="669 1316 1341 1396">Eligible contributing accounts</th> <th data-bbox="1341 1316 2036 1396">Accounts that do not contribute to the Relationship Balance</th> </tr> </thead> <tbody> <tr> <td data-bbox="669 1316 1341 1396"></td> <td data-bbox="1341 1316 2036 1396"></td> </tr> </tbody> </table>		Eligible contributing accounts	Accounts that do not contribute to the Relationship Balance		
Eligible contributing accounts	Accounts that do not contribute to the Relationship Balance					

Period in effect	Summary of MAFs Waiver entitlement criteria from Terms and Conditions	
	All accounts covered by the Transaction, Savings and Investment Accounts Terms and Conditions dated 1 May 2017 as amended as well as the following accounts: Accelerator Cash, Farm Management Deposit, Passbook Savings Private Banking, Term Deposit and Viridian Line of Credit that are held either individually or jointly in personal name(s).	Any account where one or more of the account holders is a non-personal entity (eg a trustee, company, association or business) or the account is for business purposes.
<b>Age, Service or Disability Pension Waiver</b>		
31 May 2010 – 29 May 2011	If an Australian Service (also referred to as an “Australian War Veteran pension”) or Aged pension is directly credited to an applicable account, the applicable account is entitled to a MAF Waiver.	
30 May 2011 – 19 March 2013	As above.	
20 March 2013 – 11 March 2014	If an Australian Service (also referred to as an “Australian War Veteran pension”), Aged or Disability pension is directly credited to an applicable account, the applicable account is entitled to a MAF Waiver.	
12 March 2014 – 30 April 2017	As above.	
1 May 2017 – 14 August 2018	As above, except the word “Australian” is removed.	
15 August 2018 – 3 October 2019	As above except re-insertion of the word “Australia”.	
<b>Student / Apprentice Waiver</b>		
31 May 2010 – 7 July 2010	If the customer is a full-time tertiary student and presents suitable student identification, the applicable account is entitled to a MAF Waiver.	
8 July 2010 – 11 March 2014	If the customer attends an education institution located in Australia and supplies suitable student identification, or is undertaking an Australian apprenticeship, the applicable account is entitled to a MAF Waiver.	
12 March 2014 – 30 April 2017	As above.	
1 May 2017 – 3 October 2019	If the customer is a student and presents suitable student identification, or an apprentice, the applicable account is entitled to a MAF Waiver.	

<b>Period in effect</b>	<b>Summary of MAFs Waiver entitlement criteria from Terms and Conditions</b>
21 January 2014 – 22 January 2015	If the customer attends an education institution located in Australia, or is undertaking an Australian apprenticeship, the applicable account is entitled to a MAF Waiver for 60 days from account opening. Following those 60 days, if the customer visits any branch and shows their student identification, the applicable account is entitled to a MAF Waiver.
23 January 2015 – 3 October 2019	If the customer attends an education institution located in Australia, or is undertaking an Australian apprenticeship, the applicable account is entitled to a MAF Waiver for 12 months from account opening.
25 January 2013 – 3 October 2019	If the customer attends an education institution located in Australia, and visits any branch and shows their student identification, the applicable account is entitled to a MAF Waiver for the following 12 month period.
<b>Sum of Deposit (General) Waiver</b>	
17 October 2011 – 30 April 2017	If the customer: <ul style="list-style-type: none"> <li>• is 21-24 years old and, in the case of joint accounts, none of the customers are over the age of 24;</li> <li>• opened their account before 20 October 2010; and</li> <li>• deposits at least \$1,000 into the account each calendar month (excluding Bank initiated transactions),</li> </ul> the applicable account is entitled to a MAF Waiver.
1 May 2017 – 30 July 2018	As above except the words “excluding Bank initiated transactions” are removed.
1 August 2018 – 29 September 2019	If the customer: <ul style="list-style-type: none"> <li>• is 21-24 years old and, in the case of joint accounts, the oldest customer is not over the age of 24; and</li> <li>• deposits at least \$1,000 into the account each calendar month, then the account is entitled to a MAF Waiver,</li> </ul> the applicable account is entitled to a MAF Waiver.
<b>Under 21s Waiver</b>	
8 July 2010 – 11 March 2014	If the customer: <ul style="list-style-type: none"> <li>• is 21 years old or younger; and</li> <li>• either: <ul style="list-style-type: none"> <li>○ an account holder; or</li> <li>○ the beneficiary of a personal trust account.</li> </ul> </li> <li>• in the case of joint accounts, the oldest account holder is not over the age of 21,</li> </ul>

Period in effect	Summary of MAFs Waiver entitlement criteria from Terms and Conditions
	the applicable account is entitled to a MAF Waiver.
12 March 2014 – 6 November 2016	As above.
7 November 2016 – 30 September 2019	If the customer: <ul style="list-style-type: none"> <li>• is 21 years old or younger; and</li> <li>• in the case of joint accounts, the oldest account holder is not over the age of 21,</li> </ul> the applicable account is entitled to a MAF Waiver.
1 October 2019 – 3 October 2019	As above except replacement of “21” with “25”.
<b>Wealth Package Waiver</b>	
23 August 2008 – 11 March 2014	If the customer: <ul style="list-style-type: none"> <li>• has a Wealth Package; and</li> <li>• pays an annual package fee,</li> </ul> the applicable account is entitled to a MAF Waiver.
12 March 2014 – 2 April 2017	As above.
3 April 2017 – 1 July 2018	If the customer: <ul style="list-style-type: none"> <li>• has a Wealth Package;</li> <li>• applied for the Wealth Package prior to 3 April 2017; and</li> <li>• pays an annual package fee,</li> </ul> the applicable account is entitled to a MAF Waiver.
2 July 2018 – 17 October 2018	If the customer: <ul style="list-style-type: none"> <li>• has a Wealth Package;</li> <li>• applied for the Wealth Package prior to 3 April 2017; and</li> <li>• pays an annual package fee,</li> </ul> the applicable account is entitled to a MAF Waiver. Alternatively, if the customer: <ul style="list-style-type: none"> <li>• was eligible to apply for a Wealth Package by reason of having or being in the process of applying for a home loan or Viridian Line of Credit with an initial package lending balance (being the sum of the account</li> </ul>

Period in effect	Summary of MAFs Waiver entitlement criteria from Terms and Conditions					
	<p>balances of eligible home lending accounts (set out below) and the credit limit of Viridian Line of Credit accounts that the customer has at the time of applying) of at least \$150,000;</p> <ul style="list-style-type: none"> <li>• has a Wealth Package; and</li> <li>• pays an annual package fee,</li> </ul> <p>the applicable account is entitled to a MAF Waiver.</p> <table border="1" data-bbox="669 472 1480 715"> <tr> <td>Eligible home lending accounts</td> </tr> <tr> <td>Standard Variable Rate Home Loan/Investment Loan</td> </tr> <tr> <td>Fixed Rate Home Loan/Investment Loan</td> </tr> <tr> <td>1 Year Guaranteed Rate Home Loan/Investment Loan</td> </tr> <tr> <td>12 Month Discount Variable Rate Home Loan/Investment Loan</td> </tr> </table>	Eligible home lending accounts	Standard Variable Rate Home Loan/Investment Loan	Fixed Rate Home Loan/Investment Loan	1 Year Guaranteed Rate Home Loan/Investment Loan	12 Month Discount Variable Rate Home Loan/Investment Loan
Eligible home lending accounts						
Standard Variable Rate Home Loan/Investment Loan						
Fixed Rate Home Loan/Investment Loan						
1 Year Guaranteed Rate Home Loan/Investment Loan						
12 Month Discount Variable Rate Home Loan/Investment Loan						
17 October 2018 – 3 October 2019	<p>As above except the eligible home lending accounts are as set out below.</p> <table border="1" data-bbox="669 770 1480 912"> <tr> <td>Eligible home lending accounts</td> </tr> <tr> <td>Standard Variable Rate Home Loan/Investment Loan</td> </tr> <tr> <td>Fixed Rate Home Loan/Investment Loan</td> </tr> </table>	Eligible home lending accounts	Standard Variable Rate Home Loan/Investment Loan	Fixed Rate Home Loan/Investment Loan		
Eligible home lending accounts						
Standard Variable Rate Home Loan/Investment Loan						
Fixed Rate Home Loan/Investment Loan						
<b>Home Loan Waiver</b>						
12 March 2014 – 29 September 2015	<p>If the:</p> <ul style="list-style-type: none"> <li>• customer took out a Commonwealth Bank Complete Home Loan on or before 31 October 1997;</li> <li>• that loan was used to buy the property that the customer currently lives in; and</li> <li>• that loan remains current,</li> </ul> <p>the applicable account is entitled to a MAF Waiver.</p>					
30 September 2015 – 30 June 2016	<p>If the customer:</p> <ul style="list-style-type: none"> <li>• has a current home loan (excluding Viridian Line of Credit and Equity Unlock Loan for Seniors); and</li> <li>• owns that loan either individually or jointly in personal name(s),</li> </ul> <p>the applicable account is entitled to a MAF Waiver.</p>					
1 July 2016 – 3 October 2019	<p>If the customer has a current home loan (excluding Viridian Line of Credit and Equity Unlock Loan for Seniors)</p>					



Period in effect	Summary of MAFs Waiver entitlement criteria from Terms and Conditions
	which: <ul style="list-style-type: none"> <li>• is held either individually or jointly in their personal name(s); and</li> <li>• has a debit balance greater than \$1,</li> </ul> the applicable account is entitled to a MAF Waiver.
<b>Migrant Waiver</b>	
25 May 2012 – 18 January 2019	If the customer: <ul style="list-style-type: none"> <li>• is aged 14 years or over;</li> <li>• arrives in Australia in the next 3 months from the time they apply;</li> <li>• opens the account in their personal name; and</li> <li>• opens the account online via a dedicated CBA webpage,</li> </ul> the applicable account type is entitled to a MAF Waiver for 12 months.
29 April 2014 – 18 January 2019	As above, except that if the customer is to attend an education institution located in Australia, the applicable account is entitled to a MAF Waiver for 6 months from account opening. Following those 6 months, if the customer visits any branch and shows their student identification, the applicable account is entitled to a Student/Apprentice MAF Waiver.
19 January 2019 – 3 October 2019	If the customer: <ul style="list-style-type: none"> <li>• is aged 14 years or over;</li> <li>• arrives in Australia in the next 3 months from the time they apply, or arrived within Australia no longer than 3 months before the time they apply; and</li> <li>• opens the account in their personal name; and</li> <li>• opens the account online via a dedicated CBA webpage,</li> </ul> the applicable account type is entitled to a MAF Waiver for 12 months.
19 January 2019 – 7 March 2019	As above, except that if the customer is to attend or attends an education institution located in Australia, the applicable account is entitled to a MAF Waiver for 6 months from account opening. Following those 6 months, if the customer visits any branch and shows their student identification, the applicable account is entitled to a Student/Apprentice MAF Waiver.
8 March 2019 – 3 October 2019	As above, except “6 months” replaced with “12 months”.
25 May 2012 – 18 January 2019	If the customer:

Period in effect	Summary of MAFs Waiver entitlement criteria from Terms and Conditions
	<ul style="list-style-type: none"> <li>• is aged 14 years or over;</li> <li>• arrives in Australia in the next 3 months from the time they apply;</li> <li>• opens the account in their personal name; and</li> <li>• opens the account online via a dedicated CBA webpage,</li> </ul> <p>the applicable account type is entitled to a MAF Waiver for 12 months.</p>
29 April 2014 – 18 January 2019	<p>As above, except that if the customer is to attend an education institution located in Australia, the applicable account is entitled to a MAF Waiver for 6 months from account opening.</p> <p>Following those 6 months, if the customer visits any branch and shows their student identification, the applicable account is entitled to a Student/Apprentice MAF Waiver.</p>
19 January 2019 – 3 October 2019	<p>If the customer:</p> <ul style="list-style-type: none"> <li>• is aged 14 years or over;</li> <li>• arrives in Australia in the next 3 months from the time they apply, or arrived within Australia no longer than 3 months before the time they apply; and</li> <li>• opens the account in their personal name; and</li> <li>• opens the account online via a dedicated CBA webpage,</li> </ul> <p>the applicable account type is entitled to a MAF Waiver for 12 months.</p>
19 January 2019 – 7 March 2019	<p>As above, except that if the customer is to attend or attends an education institution located in Australia, the applicable account is entitled to a MAF Waiver for 6 months from account opening.</p> <p>Following those 6 months, if the customer visits any branch and shows their student identification, the applicable account is entitled to a Student/Apprentice MAF Waiver.</p>
8 March 2019 – 3 October 2019	<p>As above, except “6 months” replaced with “12 months”.</p>

**Schedule 3 – Charges applied for MAFs to each Relevant Account**

<b>Relevant Account</b>	<b>MAF charged per month</b>
Smart Access	\$4
Complete Access	\$6
Streamline e-access	\$4
Streamline unlimited	\$6
Streamline (Electronic and Assisted/Electronic)	\$5
Commonwealth Direct Investment	\$5
Cash Investment Account	\$5
Cash Management Call Account	\$5
Award-Saver Account	\$5
Savings Investment Account	\$5
Passbook Savings Account	\$5
High Performance Cash Account	\$5

#### Schedule 4 – Definitions of MAF in Terms and Conditions

Time Period	Definition of MAF
from November 2009	a fee “charged to [the customer’s account on the first calendar day each month for the previous complete calendar month”
from July 2010	“[a] monthly account fee”, with footnote 1 saying that “[t]he Bank is progressively changing when fees and charges are debited to customers. During the changeover period, fees and charged will either be debited on the first business day of each month, or, on the first calendar day of each month, depending on the account”
from 2011	monthly account fee applies to some accounts. We debit your account on the first calendar day of each month (and when the account is closed or switched to another product) for the previous calendar month”
from 2017 to September 2019	“[t]he monthly account fee and withdrawal fees for transactions made in a month are debited to your account on the first day of the following month. For Passbook accounts, these fees are debited on the first business day of the following month. These fees are also debited when the account is closed”.

**Schedule 5 – Narrations on bank statements**

<b>Relevant Account</b>	<b>Date Period in Use</b>	<b>Description/ Narration</b>	<b>Document ID (example)</b>
Smart Access	2008-2010	"Prev Month Acct Fee" "Monthly Account Fee" "Account Keeping Fee"	CBA.3000.1024.0029 (2008) CBA.3000.1024.0070 (2009) CBA.1000.0044.0102 (2010) CBA.1000.0046.0027 (2010)
	2011	"Account Keeping Fee"	CBA.1000.0044.0110 (2011)
	2012-2019	"Account Fee"	CBA.1000.0044.0122 (2012) CBA.1000.0044.0125 (2013) CBA.1000.0044.0132 (2014) CBA.1000.0044.0138 (2015) CBA.1000.0044.0145 (2016) CBA.1000.0044.0155 (2017) CBA.1000.0044.0163 (2018) CBA.1000.0044.0395 (2019)
	2020	"Account Fee"	CBA.3000.1027.0001 (2020)
Complete Access	2008-2010	"Prev Month Acct Fee" "Monthly Account Fee" "Account Keeping Fee"	CBA.3000.1024.0023 (2008) CBA.3000.1024.0062 (2009) CBA.1000.0044.0223 (2010) CBA.1000.0046.0023 (2010)
	2011	"Account Keeping Fee" "Account Fee"	CBA.1000.0044.0225 (2011)
	2012-2020	"Account Fee"	CBA.1000.0044.0251 (2012) CBA.1000.0044.0233 (2013) CBA.1000.0044.0267 (2014) CBA.1000.0044.0276 (2015) CBA.1000.0044.0281 (2016) CBA.1000.0044.0290 (2017)

Relevant Account	Date Period in Use	Description/ Narration	Document ID (example)
			CBA.1000.0044.0306 (2018) CBA.1000.0044.0315 (2019) CBA.3000.1020.0012 (2020)
Streamline e-Access	2008-2009	"Prev Month Acct Fee" "Monthly Account Fee"	CBA.3000.1024.0037 (2008) CBA.3000.1024.0078 (2009)
	2010	"Prev Month Acct Fee"	CBA.1000.0044.0213 (2010)
Streamline Unlimited	2008-2010	"Prev Month Acct Fee" "Monthly Account Fee"	CBA.3000.1024.0045 (2008) CBA.3000.1024.0082 (2009) CBA.1000.0044.0221 (2010)
Streamline Electronic Streamline Assisted Electronic	2008-2010	"Prev Month Acct Fee" "Monthly Account Fee" "Account Keeping Fee"	CBA.3000.1024.0033 (2008) CBA.3000.1024.0072 (2009) CBA.1000.0044.0174 (2010) CBA.1000.0046.0029 (2010)
	2011	"Account Keeping Fee" "Account Fee"	CBA.1000.0044.0176 (2011) CBA.1000.0046.0014 (2011)
	2012-2018	"Account Fee"	CBA.1000.0044.0178 (2012) CBA.1000.0044.0179 (2013) CBA.1000.0044.0187 (2014) CBA.1000.0044.0185 (2015) CBA.1000.0044.0195 (2016) CBA.1000.0044.0200 (2017) CBA.1000.0044.0205 (2018)
Commonwealth Direct Investment	2014-2020	"Account Fee"	CBA.1000.0044.0316 (2014) CBA.1000.0044.0325 (2015) CBA.1000.0044.0322 (2016) CBA.1000.0044.0328 (2017) CBA.1000.0044.0332 (2018)

Relevant Account	Date Period in Use	Description/ Narration	Document ID (example)
			CBA.1000.0044.0398 (2019) CBA.3000.1020.0001 (2020)
Cash Investment	2008-2010	"Prev Month Acct Fee"	CBA.3000.1024.0057 (2008) CBA.3000.1024.0055 (2009) CBA.1000.0044.0336 (2010)
	2010	"Account Keeping Fee"	CBA.1000.0046.0017 (2010)
	2011	"Account Keeping Fee" "Account Fee"	CBA.1000.0044.0338 (2011)
	2012-2020	"Account Fee"	CBA.1000.0044.0340 (2012) CBA.1000.0044.0342 (2013) CBA.1000.0044.0344 (2014) CBA.1000.0044.0346 (2015) CBA.1000.0044.0347 (2016) CBA.1000.0044.0350 (2017) CBA.1000.0044.0352 (2018) CBA.1000.0044.0357 (2019) CBA.3000.1020.0005 (2020)
Cash Management Call	2008-2010	"Prev Month Acct Fee"	CBA.3000.1024.0021 (2008) CBA.3000.1024.0059 (2009) CBA.1000.0044.0361 (2010)
	2010	"Account Keeping Fee"	CBA.1000.0046.0019 (2010)
	2011	"Account Keeping Fee" "Account Fee"	CBA.1000.0044.0363 (2011)
	2012-2020	"Account Fee"	CBA.1000.0044.0367 (2012) CBA.1000.0044.0369 (2013) CBA.1000.0044.0373 (2014) CBA.1000.0044.0379 (2015) CBA.1000.0044.0385 (2016)

Relevant Account	Date Period in Use	Description/ Narration	Document ID (example)
			CBA.1000.0044.0386 (2017) CBA.1000.0044.0388 (2018) CBA.1000.0044.0391 (2019) CBA.3000.1020.0009 (2020)
Award-Saver Account	2008	"Prev Month Acct Fee"	CBA.3000.1024.0053 (2008)
	2009		CBA.3000.1024.0043 (2009)
	2010		CBA.3000.1019.0003 (2010)
High Performance Cash	2008	"Prev Month Acct Fee"	CBA.3000.1024.0027 (2008)
	2009		CBA.3000.1024.0068 (2009)
	2010		CBA.3000.1019.0002 (2010)



## Schedule 6 – MAF System Failings

No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
<b>Issues relating to Sum of Deposit Waiver</b>						
1.	Entitlement calculated incorrectly for waiver based on total of value of deposits by customer (Sum of Deposit Waiver (21-24 year olds))	2010	August 2017	1/08/2018 (TSIA update)	<p>Customers who were 21-24 years old were entitled to a fee waiver (referred to by CBA as a Sum of Deposit (21-24 year olds) Waiver) if they deposited \$1,000 in eligible transactions in the relevant account. Some customers did not receive the relevant waiver when they were entitled to it, and were incorrectly charged MAFs, as a direct result of incorrect configuration of CBA's systems (where the customer opened their account between June and September 2010), or because that incorrect configuration meant that:</p> <ul style="list-style-type: none"> <li>— a customer was assigned an incorrect birth date</li> <li>— a customers' birth date was not correctly updated; or</li> <li>— a customers' eligible deposits were not taken into account,</li> </ul> <p>with the ultimate result that a customer did not receive the relevant waiver, and was incorrectly charged MAFs.</p>	<p>Remediation not yet complete</p> <p>Estimated customers affected: 190,847</p> <p>Estimated customer accounts affected: 173,172</p> <p>Estimated total remediation: \$30,517,252.70</p> <p>Total remediation paid: \$30,517,229.70</p> <p>Interest compensation included? Yes</p>
2.	Entitlement calculated incorrectly for waiver based on total of value of deposits by customer (Sum of Deposit Waiver (General))	2011	August 2018	1/08/2018 (TSIA update)	<p>Customers were entitled to a fee waiver (referred to by CBA as a Sum of Deposit Waiver (General)) if they deposited \$2,000 in eligible transactions in the relevant account. As a result of incorrect configuration of CBA's systems, some such customers, who opened their accounts between June and September 2010, did not receive the waiver, and were incorrectly charged MAFs.</p>	
3.	Waiver based on total of deposits by customer - some deposits processed	N/A	21/12/2018	N/A	<p>A customer's entitlement to a waiver based upon the amounts deposited with CBA by them (Sum of Deposits waiver) was assessed based on the monthly deposits which the customer had initiated. As a result of manual</p>	<p>Remediation dates: December 2019 and May 2020</p> <p>Customers remediated: 4,118</p>

No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
	using transaction code 5210 excluded from calculation of Sum of Deposit waiver				errors by CBA staff, some customer-initiated deposits were recorded as bank-initiated deposits in CBA's systems and not taken into account. Accordingly, some customers who were entitled to a Sum of Deposit waiver did not receive the waiver, and were incorrectly charged MAFs.	Customer accounts remediated: 4,134 Total remediation paid: \$27,500.79 Interest compensation included? Yes
4.	Waiver based on total of deposits by customer – (transaction codes 5193 (FCA Transfer In) and 5194 (FX Transfer In) excluded from Sum of Deposit waiver)	N/A	15/02/2019	N/A	A customer's entitlement to a waiver based upon the amounts deposited with CBA by them (Sum of Deposits waiver) was assessed based on the monthly deposits which the customer had initiated. As a result of incorrect configuration of CBA's systems, funds transferred from foreign currency accounts or through foreign exchange transactions into transaction accounts were considered as bank-initiated deposits in CBA's systems and not taken into account. Accordingly, some customers who were entitled to a Sum of Deposit waiver did not receive the waiver, and were incorrectly charged MAFs.	
5.	Entitlement calculated incorrectly for waiver based on total of deposits by customer - Demand Deposit System (DDS) platform	1/06/2010	2/08/2019	2010-2011	As a result of incorrect configuration of CBA's systems, some customers who were entitled to a waiver based on the total of the deposits they made (and who established their accounts in a specific time period) did not receive the waiver, and were incorrectly charged MAFs as a result.	Remediation not yet complete Estimated remediation dates: approx. December 2019 to January 2020 Estimated customers affected: 151,065 Estimated customer accounts affected: 129,360 Estimated total remediation: \$2,372,720.40 Total remediation paid: \$2,371,665.19 Interest compensation included? Yes
6.	Entitlement calculated	15/11/2009	Approx.	2010-2011	Customers who established transaction accounts	Remediation not yet complete

No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
	incorrectly for waiver based on total of deposits by customer - further Sum of Deposit DDS Issue		November 2019		between 15 November 2009 and February 2010 were entitled to MAF Waivers if they deposited \$2,000 or more in a month. As a result of incorrect configuration of CBA's systems, such customers did not receive a MAF Waiver, and were incorrectly charged MAFs.	Estimated customers affected: 196,735 Estimated customer accounts affected: 179,790 Estimated total remediation: \$26,715,688.82 Total remediation paid: \$26,705,525.03 Interest compensation included? Yes
<b>Issues relating to Relationship Balance Waiver</b>						
7.	Incorrect charging of fees for customers who were entitled to a Relationship Balance waiver	N/A	13/01/2011	29/08/2011	CBA customers were entitled to a Relationship Balance waiver if the amount in accounts held by them exceeded As a result of incorrect configuration of CBA's systems, a monthly process by which customers' entitlement to a MAF Waiver on the basis of their Relationship Balance amount was not undertaken in some months. As a result, some customers who were entitled to a Relationship Balance waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: August to September 2011 Customers remediated: 88,296 Customer accounts remediated: 77,271 Total remediation paid: \$878,875.15 Interest/compensation included? Yes
8.	Customers incorrectly charged MAF as result of wrong file being uploaded	1/02/2013	12/02/2013	1/03/2013	Relationship Balance waivers are explained in row 7. CBA's system for calculating whether a customer was entitled to a Relationship Balance waiver in any particular month required that a file be manually uploaded. The wrong file was manually uploaded by CBA staff for the fee calculation on 1 February 2013. As a result, some customers who were entitled to a Relationship Balance waiver that month did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: February 2013 Customers remediated: 36,202 Customer accounts remediated: 35,384 Total remediation paid: \$171,449.67 Interest/compensation included? No
9.	Errors in the application of the	1/01/2011	27/01/2016	1/02/2016	Relationship Balance waivers are explained in row 7. Relationship Balance waivers extended to customers	Remediation dates: June to August 2016

No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
	Relationship Balance fee waiver				who held a Streamline account on a certain Price Option, known as "Price Option 108 - Special Offer", where they met the Relationship Balance waiver criteria. As a result of incorrect configuration of CBA's systems, customers on that Price Option who were entitled to a Relationship Balance waiver did not receive the waiver, and were incorrectly charged MAFs.	Customers remediated: 224 Customer accounts remediated: 190 Total remediation paid: \$2,280 Interest/compensation included? No
10.	Calculating entitlement date incorrectly for Relationship Balance waiver	1/03/2011	2/02/2016	9/02/2016 (TSIA update) 7/04/2016 (ODS system fix)	Relationship Balance waivers are explained in row 7. A customer's entitlement to a Relationship Balance waiver was intended by CBA to be assessed on the basis of the balance in eligible account(s) on the second last business day of each month. However: — As a result of incorrect configuration of CBA's systems, where the second last business day in a month was a Friday, the last business day was used as the relevant day. — Further, the TSIA incorrectly recorded that the Relationship Balance would be calculated on the second last <i>day</i> of the month, rather than the second last <i>business day</i> . Accordingly, some customers who were entitled to a Relationship Balance waivers did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: June to August 2016 Customers remediated: 8,398 Customer accounts remediated: 7,506 Total remediation paid: \$36,293.98 Interest/compensation included? No
11.	Non-personal account not included in Relationship Balance waiver under the TSIA	1/09/2010	12/02/2016	26/8/2016 (TSIA update)	Relationship Balance waivers are explained in row 7. A customer's entitlement to a Relationship Balance waiver was, under the TSIA as updated in July 2010, to be assessed on the basis of a customer's accounts (whether personal, business or non-personal). As a result of an internal misunderstanding by CBA – and consequent incorrect configuration of CBA's systems –	Remediation dates: June to August 2016 Customers remediated: 96,897 Customer accounts remediated: 91,877 Total remediation paid: \$2,301,847

No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
					only a customer's personal accounts were taken into account. Accordingly, some customers who were entitled to a Relationship Balance waiver did not receive the waiver, and were incorrectly charged MAFs.	Interest/compensation included? Yes
12.	Customers charged MAF incorrectly due to account classification type applied to Savings Investments Account (SIA)	1/12/2010	2/02/2016	N/A	Relationship Balance waivers are explained in row 7. SIA Passbook accounts constituted personal accounts. As a result of manual errors by CBA staff, some SIA Passbook accounts were recorded as non-personal accounts. These accounts were, as a result of Issue 7 above, not taken into account when Relationship Balance waivers were calculated. Accordingly, some customers who were entitled to a Relationship Balance waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: June to August 2016 Customers remediated: 1,384 Customer accounts remediated: 1,233 Total remediation paid: \$10,416.44 Interest compensation included? No
13.	Customers charged MAFs incorrectly when CBA failed to inform Passbook customers of fee changes	N/A	26/02/2016	6/07/2016 (customer notification via advertisement)	CBA failed to adequately inform Passbook customers of changes to the TSIA (effective from 30 September 2015) relating to the accounts used in calculating entitlements to Relationship Balance waivers. As a result, customers who were entitled to a Relationship Balance waivers under the applicable terms and conditions (ie that were in effect prior to 30 September 2015) did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: August to September 2016 Customers remediated: 3,070 Customer accounts remediated: 2,309 Total remediation paid: \$120,463.30 Interest compensation included? No
14.	Customers were incorrectly charged MAF due to a one-off system change	N/A	7/08/2016	25/08/2016 (FRS/ODS process was rerun to reassess customer eligibility based on correct	Relationship Balance waivers are explained in row 7. CBA wrongly archived data files of certain customer accounts in July 2016 such that the Relationship Balance was calculated as if those accounts had a balance of \$0.00. As a result, some customers who were entitled to a Relationship Balance waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: August 2016 Customers remediated: 10,204 Customer accounts remediated: 8,629 Total remediation paid: \$47,444.80 Interest compensation included? No

No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
				account balances)		
15.	Future Home Saver (FHS) account balance not counting towards Relationship Balance calculation	1/08/2017	21/08/2017	28/08/2017	Relationship Balance waivers are explained in row 7. Future Home Saver accounts were required to be included in the calculation to determine whether a customer was entitled to a Relationship Balance waiver. As a result of incorrect configuration of CBA's systems, these accounts were not considered in the calculation. Accordingly, some customers who were entitled to a Relationship Balance waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: August 2017 Customers remediated: 3 Customer accounts remediated: 3 Total remediation paid: \$14 Interest compensation included? No
<b>Issues relating to Age, Service or Disability Pension Waiver</b>						
16.	Customers charged MAFs incorrectly who held a Cash Management Call Account (CMCA) and were either receiving an Aged pension or Australian war veterans pension	N/A	1/11/2011	end of October 2013	Customers with CMCA's who were receiving a war veteran or old age pension were entitled to a MAF Waiver. As a result of incorrect configuration of CBA's systems, these customers did not receive MAF Waivers, and were incorrectly charged MAFs.	Remediation dates: June 2013 Customers remediated: 3,931 Customer accounts remediated: 2,925 Total remediation paid: \$264,764 Interest compensation included? No
17.	MAF charged incorrectly to Aged, Disability and Veteran Pension customers	N/A	30/05/2014	1/09/2015	Customers receiving an Aged, Disability or Veteran Pension were eligible for a MAF Waiver on most TSIA products.  As a result of incorrect configuration of CBA's systems, some customers under the age of 25 (on three specific Price Options) and receiving either Aged, Disability or Veteran Pensions who were entitled to a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: September 2015 Customers remediated: 11,542 Customer accounts remediated: 9,962 Total remediation paid: \$31,605.81 Remediation not confirmed paid: \$7,064.62 Interest compensation included? No

No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
<b>Issues relating to Home Loan Waiver</b>						
18.	MAF charged incorrectly to No Fee Home Loan (NFHL) customers	N/A	August 2014	1/11/2014 (removal of MAF waiver for NFHL customers)	Following changes in October 2011 and May 2012, all NFHL customers were entitled to a MAF Waiver. As a result of manual errors by CBA staff, some NFHL customers did not receive a MAF Waiver automatically, and were incorrectly charged MAFs.	Remediation dates: October 2015 and September 2016 Customers remediated: 20,682 Customer accounts remediated: 15,531 Total remediation paid: \$378,450.64 Interest compensation included? Yes
19.	Home Loan MAF waiver not applied to eligible transaction accounts (where home loan balance less than \$1)	1/10/2015 (IN-098578) 1/11/2015 (IN-100318)	19/04/2016	1/07/2016 (TSIA was updated with effect from this date)	All CBA home loan customers (excluding those with Viridian Line of Credit and Equity Unlock for Seniors home loan products) were entitled to MAF Waivers from 30 September 2015. As a result of incorrect configuration of CBA's systems, only those with a home loan balance of greater than \$1.00 received MAF Waivers automatically. Accordingly, some customers who were entitled to a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: October 2015 and June 2016 Customers remediated: 200 Customer accounts remediated: 173 Total remediation paid: \$4,731.89 Interest compensation included? No
20.	Entitlement to Home loan MAF waiver not applied to eligible transaction accounts (where home loan balance is greater than \$1)	2/10/2015	8/03/2018	11/09/2019	Customers were entitled to a MAF waiver if they held a Home Loan with CBA. CBA's system for identifying whether a customer was entitled to a Home Loan MAF waiver in any particular month required that a file be manually uploaded. This file was not manually uploaded on time by CBA staff as required on particular months (between October 2015 and September 2018). As a result, some customers who were entitled to a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: October to November 2018 and November to December 2019 Customers remediated: 12,179 Customer accounts remediated: 10,684 Total remediation paid: \$55,785.97 Interest compensation included? Yes, but not included in amount of "Total remediation paid"
21.	Home Loan waivers not applied to some	N/A	11/07/2019	Unknown	<i>First</i> , customers with a "Staff Home Loan" were entitled to have that account included when their entitlement to a	Remediation dates: February 2020



No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
	eligible transaction accounts when home loan debit balance was greater than \$1				<p>Relationship Balance was being assessed. As a result of incorrect configuration of CBA's systems, this did not occur. Accordingly, some customers who were entitled to a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.</p> <p><i>Second</i>, CBA's systems are configured to calculate the entitlement to a Home Loan waiver on the business day prior to the last calendar day of the month. However, CBA did not disclose this in the TSIA or otherwise. Accordingly, some customers who were entitled to a Home Loan waiver did not receive the waiver, and were incorrectly charged MAFs.</p>	<p>Customers remediated: 4,425 Customer accounts remediated: 3,660 Total remediation paid: \$8,921.75 Interest compensation included? Yes</p>
<b>Issues relating to Under 21s Waiver</b>						
22.	MAF incorrectly charged on accounts with beneficiaries of trusts under 21 years	N/A	30/05/2014	7/11/2016 (TSIA updated effective)	All accounts held in trust where the beneficiaries were under the age of 21 were entitled to a MAF waiver. As a result of incorrect configuration of CBA's systems, some joint accounts where one of the account holders, who was not a beneficiary, was above the age of 21 did not receive MAF Waivers to which they were entitled by reason of the beneficiaries being under the age of 21, and were incorrectly charged MAFs.	<p>Remediation dates: December 2016 to January 2017 Customers remediated: 1,882 Customer accounts remediated: 2,042 Total remediation paid: \$91,170.10 Interest compensation included? No</p>
23.	Incorrect calculation of entitlement to waiver if customer under 21 years (Date of Birth mismatch)	1/10/2010	7/05/2014	August 2016	A customer's date of birth was relevant to their entitlement to the Under 21s Waiver. As a result of incorrect configuration of CBA's systems leading to the inability to effectively update a customer's data of birth, some customers who were entitled to a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.	<p>Remediation dates: July to August 2019 Customers remediated: 2,182 Customer accounts remediated: 2,218 Total remediation paid: \$110,910.80 Interest compensation included? Yes</p>
24.	Fees and interest logic following date of birth	Unknown	8/07/2019	Unknown	A customer's date of birth was relevant to their	Remediation not yet complete



No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
	changes				entitlement to a MAF Waiver. As a result of incorrect configuration of CBA's systems, changes to a customer's date of birth were not taken into account in the application of the MAF Waiver for a period of one month. Accordingly, during that one month period, some customers who were entitled to a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.	Estimated remediation dates: July 2020 to 31 March 2021 Estimated customers affected: 3,300 Estimated customer accounts affected: 3,200 Estimated total remediation: \$117,000 Total remediation paid: \$69,387.41 Interest compensation included? Yes
<b>Issues relating to Migrant Waiver</b>						
25.	Migrants who used a particular webpage to set up account charged MAF incorrectly (flow Unique Ad Identifier (UAI) Code tagging drop off)	1/09/2016	16/03/2017	22/03/2017 (corrected UAI coding on relevant webpages) 17/05/2018 (Introduced business processes to manually switch affected customers to the correct migrant price option)	Migrants applying for new accounts through particular online webpages were entitled to a MAF waiver for 12 months. As a result of incorrect configuration of the relevant webpages, some of these customers did not receive a MAF Waiver, and were incorrectly charged MAFs.	Remediation dates: August to September 2018 Customers remediated: 11,099 Customer accounts remediated: 10,833 Total remediation paid: \$101,563.13 Interest compensation included? Yes, but not included in "Total remediation paid"
26.	Migrants who used Moving To Australia	N/A	3/04/2019	21/05/2019 (MTA	In manually attempting to rectify Issue 25, some customers were charged a pro-rata MAF in the month	Remediation dates: November 2019 Customers remediated: 2,187

No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
	(MTA) Page incorrectly charged MAF			pages updated to disclose that in order to qualify for migrant MAF waiver the customer must have cookies enabled when opening an account)	that the manual rectification operation was undertaken. As a result, some customers who were entitled to receive a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.	Customer accounts remediated: 2,119 Total remediation paid: approx. \$5,300 Interest compensation included? Yes
<b>Issues relating to Student / Apprentice Waiver</b>						
27.	Incorrect charging of MAF on student accounts	N/A	14/08/2015	August 2015 (correction to SOPs and impacted accounts switched)	In 2015, CBA offered students a special offer entitling them to MAF Waivers. As a result of a failure by CBA to provide adequate instructions, CBA staff made manual errors when configuring these customer accounts. Accordingly, some customers who were entitled to receive a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: August 2015 Customers remediated: 963 Customer accounts remediated: 949 Total remediation paid: \$7,422.19 Interest compensation included? No
28.	Incorrect charging of MAF on Student and Apprentices Smart Access Account	2/11/2016	27/04/2018	24/05/2018	Student Access Account customers were entitled to MAF Waivers. Due to incorrect configuration of CBA's systems which resulted in CBA lacking sufficient information to verify the student status of some students, some customers who were entitled to a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: November to December 2018 Customers remediated: 20,837 Customer accounts remediated: 18,439 Total remediation paid: \$230,260.36 Interest compensation included?

No	Issue	Start date of incorrect charging	Date of detection by CBA	System fix date	Factual summary	Remediation details
						Yes, but not included in "Total remediation paid"
<b>Issues relating to Wealth Package Waiver</b>						
29.	Project Phoenix (Wealth Package) – errors with Deposit and Transaction products	23/08/2008	May-August 2014 for deposit and transaction account impacts	September 2015	Some deposit and transaction accounts held by Wealth Package customers [need to explain what this is] were entitled to MAF Waivers. As a result of the configuration of CBA's systems, these waivers had to be applied manually. Due to manual errors by CBA staff in this process, some customers who were entitled to a MAF Waiver did not receive the waiver, and were incorrectly charged MAFs.	Remediation dates: November 2015 to October 2016 Customers remediated: 78,475 Customer accounts remediated: 54,900 Total remediation paid: \$1,333,947 Interest compensation included? Yes
<b>Issues relating to Discretionary Waiver</b>						
30.	Incorrect application of discretionary waiver on personal transaction accounts (including MAF)	N/A	27/06/2018	Unknown	Some customers were entitled to full or partial MAF Waivers as a result of the discretion exercised by CBA frontline staff. As a result of manual errors by some CBA staff, some such customers did not receive the MAF Waiver to which they were entitled, and were incorrectly charged MAFs.	Remediation dates: December 2019 to January 2020 Customers remediated: 8,031 Customer accounts remediated: 6,999 Total remediation paid: \$13,661.31 Interest compensation included? Yes

**Schedule 7 – Remediation where components of compensation and interest not paid**

MAF System Failings Item number	Description of MAF System Failing
7	Where a customer was incorrectly charged fees where they were entitled to a “Relationship Balance waiver”
8	Customers incorrectly charged MAF as result of wrong file being uploaded
9	Errors in the application of the Relationship Balance fee waiver
10	Calculating entitlement date incorrectly for Relationship Balance waiver
12	Incorrect application of account classification type to Savings Investments Account (SIA)
13	Customers charged MAFs incorrectly when CBA failed to inform Passbook customers of fee changes
14	Customers were incorrectly charged MAF due to a one-off system change
15	Future Home Saver (FHS) account balance not counting towards Relationship Balance calculation
16	Customers charged MAFs incorrectly who held a Cash Management Call Account (CMCA) and were either receiving an Aged pension or Australian war veterans pension
17	MAF charged incorrectly to Aged, Disability and Veteran Pension Customers
19	Home Loan MAF waiver not applied to eligible transaction accounts (where home loan balance less than \$1)
22	MAF incorrectly charged on accounts with beneficiaries of trusts under 21 years
27	Incorrect charging of MAF on student accounts.
29	Incorrect charging of pro-rata fees for customers who product switched their Netbank Saver (NBS) to an Everyday Offset (EDO).