



# *Life Code* Compliance Committee

Charter

# 1. Establishment of the Life Code Compliance Committee

- 1.1 The Life Code Compliance Committee (Life CCC) is established and constituted in accordance with the Life Code.**
- 1.2 The powers, duties, functions and responsibilities of the Life CCC are set out in this Charter and in the Life Code.**
- 1.3 This Charter supersedes the previous version of the Charter with effect from 29 September 2023 for all matters relating to the Life Insurance Code of Practice dated 2023.**



## 2. Functions and responsibilities of the Life CCC

### 2.1 In accordance with the Life Code, the Life CCC is responsible for the independent administration and enforcement of the Life Code and has the following functions and responsibilities:

- a) to establish and maintain an up-to-date register of Code Subscribers based on information provided by CALI
- b) to monitor, enforce and investigate Life Code compliance by Code Subscribers to the extent set out in the Life Code and the Charter
- c) to receive information and compliance reports from Code Subscribers as required to monitor and report on Code Subscribers' adherence to the Life Code
- d) to receive reports of possible Life Code breaches (including from AFCA)
- e) to investigate at its discretion reports of alleged Life Code breaches
- f) to make determinations in relation to reports of alleged Code breaches which the Life CCC has investigated
- g) to agree fair and reasonable corrective measures where relevant with Code Subscribers to remedy Life Code breaches, taking into account any corrective measures related to the breach agreed with or imposed on the Code Subscriber by any regulatory body
- h) to monitor the implementation of any agreed corrective measures for Life Code breaches
- i) to impose, at its discretion, sanctions for a Significant Breach of the Life Code, detailed in section 8 of the Charter
- j) to provide recommendations to CALI from time to time on:
  - i) training and other activities necessary to assist Code Subscribers to meet the requirements of the Life Code
  - ii) improvements that, in the Life CCC's view, should be made to the Life Code to facilitate the objectives of the Life Code
- k) to provide guidance on compliance with the Life Code to Code Subscribers and other interested persons, to the extent such matters of compliance are within the Life CCC's remit
- l) to publish information and deliver presentations on the activities of the Life CCC, its membership and to promote its work
- m) to prepare and publish an Annual Report on the activities of the Life CCC

- n) to exercise and perform such other acts as may be provided for from time to time in the Life Code, or which are incidental to the functions or responsibilities of the Life CCC
- o) to conduct an annual review at the end of each financial year, the scope and depth of which is to be determined at the discretion of the Life CCC.

### 2.2 Responsibilities of Life CCC Members

Each Life CCC Member must:

- a) comply with this Charter and the Life Code
- b) be transparent and accountable
- c) act with integrity and honesty in a reasonable, fair, impartial and objective manner.

### 2.3 Delegation of Life CCC functions

- a) Subject to sub-clause b, the Life CCC may delegate its functions under the Life Code and this Charter to an Administrator, appointed under contract by CALI.
- b) Subject to any revision of the Life Code, the Life CCC must not delegate its power to impose a sanction in relation to Life Code non-compliance.
- c) For the avoidance of doubt, the Life CCC may delegate its secretariat function to the Administrator.
- d) The Administrator will act efficiently and abide by the requirements in subclauses 2.2 a) – c) in relation to all functions delegated to it.
- e) Any reports of the Life CCC must be approved by the Life CCC before being released including where the preparation of a report has been delegated.
- f) A contract under which an Administrator is appointed by CALI may deal with, among other things, the terms of engagement which are to apply to Life CCC Members appointed under clause 3.

### 2.4 Funding

- a) The Life CCC will be appropriately funded and resourced by the Code Subscribers via CALI.
- b) Appropriate funding will be determined through the preparation of an annual work plan and proposed budget by the Life CCC in consultation with the Administrator.
- c) Each year, no less than 2 months before the end of the financial year, the Life CCC will provide CALI with the workplan and budget for the following financial year.
- d) Whether or not to approve the workplan and budget for each financial year must be decided by CALI in a reasonable period of time.

## 3. Life CCC Members

### 3.1 Composition of the Life CCC

In accordance with the Life Code, the Life CCC is made up of 3 Members:

- a) One independent industry representative with relevant experience at a senior level in life insurance in Australia, appointed by CALI.  
**Note:** "independent" means a person who is not currently and has not been within the last 12 months of their appointment employed by or an officer of a Code Subscriber or a related body corporate or CALI.
- b) One consumer representative with relevant experience and knowledge, appointed by a majority of the consumer directors of the AFCA Board.
- c) An independent chairperson (Chair) with experience in industry, commerce, public administration or government service, appointed jointly by the Chief Executive of CALI and the Chief Executive/Ombudsman of AFCA.

Transitional appointment provision: any appointments of existing committee Members before the commencement of this Charter will continue to be recognised by CALI through to the expiration of their current appointment terms.

### 3.2 Tenure

Subject to clauses 3.3, 3.4, 3.5 and 3.7, a Life CCC Member (including the Chair) holds office for a three-year term.

### 3.3 Re-appointment

A person who was, or is currently, a Life CCC Member is eligible for consideration for reappointment to the Life CCC.

### 3.4 Resignation

A Life CCC Member may resign from the office during their term by notifying the relevant appointor of that Life CCC Member (see clause 3.1) with at least one month's notice in writing, or such lesser period as may be agreed between the Life CCC Member and the relevant appointor.

### 3.5 Termination

The appointment of a Life CCC Member may be terminated in writing by the relevant appointor(s) of that Life CCC Member (see clause 3.1) with at least 14 days' notice in writing. In the event of such termination, the Life CCC or Administrator may terminate the Life CCC Member Contract.

### 3.6 Temporary vacancies

A person may be appointed by the relevant appointor (see clause 3.1) on a temporary basis to fill a vacancy in the office of a Life CCC Member, other than the position of the Chair. A person appointed to fill a temporary vacancy under this clause:

- a) must satisfy the experience requirements of the relevant sub-clause of clause 3.1 for that role
- b) will hold office until the term of the temporary vacancy ceases or the period during which their predecessor Life CCC Member would have held office expires, whichever occurs first.

### 3.7 Automatic vacancies

The office of a Life CCC Member (including the Chair) will be automatically vacated if the person:

- a) becomes bankrupt or makes any arrangement or composition with creditors
- b) becomes prohibited by law from being a director
- c) becomes incapable of carrying out the inherent requirements of their office despite reasonable adjustments being made such as by reason that the Member becomes of unsound mind, or
- d) becomes employed by, or an officer of, a Code Subscriber, a related body corporate or CALI.

### 3.8 Alternate representative

A Life CCC Member may nominate an alternate to attend a meeting which the Life CCC Member is unable to attend due to illness, absence from Australia, the operation of clause 5.1 or 5.2 or other significant circumstances, provided that:

- a) the Life CCC Member has asked the person they propose to nominate as an alternate if that person has any material personal interest in relation to a matter that is being considered at the relevant meeting of the Life CCC and the person has said they do not have such an interest
- b) the Life CCC's Member's nomination of the alternate is approved, prior to the meeting which the alternative is to attend, in writing (including by electronic means) by each of the other Life CCC Members.

A person appointed as an alternate may exercise all the powers of their appointor (other than the power to appoint an alternate), and is subject to all the requirements applying to the office of their appointor, at the meeting which they attend at which their appointor is not present.

## 4. Meeting of Life CCC Members

### 4.1 Meetings and proceedings of Life CCC

- a) Subject to the Life Code, the Life CCC will meet, discharge its responsibilities and convene, adjourn and otherwise regulate its meetings and proceedings in such manner as it may from time to time determine.
- b) The Life CCC will meet at least 4 times each financial year.
- c) No person is entitled to attend a Life CCC meeting unless that person is:
  - i) a Life CCC Member, or the Member's alternate for the purposes of that meeting
  - ii) the secretary of the Life CCC engaged by or through an Administrator, or
  - iii) a person invited to attend the meeting by the Life CCC Chair, including but not limited to the Administrator or a person providing advice to the Life CCC in accordance with clause 6.1(c).

### 4.2 Quorum

A quorum for a meeting shall be the 3 Life CCC Members who comprise the Life CCC at the time of the meeting or their alternates. A duly convened Life CCC meeting at which a quorum is present is competent to exercise the authority, powers and discretions vested in or exercisable by the Life CCC under this Charter and the Life Code.

### 4.3 Life CCC Chair to preside

The Life CCC Chair will preside over each meeting of the Life CCC.

### 4.4 Notice of meetings

- a) Subject to this clause 4.4, a Life CCC meeting may be called by a Life CCC member or the Administrator by giving to every Member:
  - i) notice confirming the venue, time and date of the meeting no fewer than 10 business days prior to the meeting
  - ii) an agenda of items to be discussed no fewer than 5 business days prior to the meeting.
- b) A Member of the Life CCC or the Administrator may call a Life CCC meeting in relation to an urgent matter by giving to every other member prior notice of no fewer than 2 business days confirming the venue, time and date together with an agenda of items to be discussed.
- c) A failure to comply with any provision of this clause 4.4 does not affect the validity of any act, transaction, instrument, resolution or other thing if, at a meeting at which all Members are present, the Life CCC resolves unanimously to validate the action.

### 4.5 Minutes

- a) The secretary will minute the proceedings and resolutions of all Life CCC meetings, including the names of those present and in attendance.
- b) Minutes of Life CCC meetings will be circulated to each Member of the Life CCC and will be approved by the Life CCC.

### 4.6 Voting

- a) Each Life CCC Member (or the alternate where applicable) has one vote.
- b) Every question arising at a meeting shall be determined on a simple majority.
- c) Voting on circular resolutions requires all Members to vote and will be decided on a simple majority.

### 4.7 Life CCC Chair

The Life CCC Chair will do all such things as are necessary to ensure the duties and responsibilities of the Life CCC as specified in this Charter and the Life Code are effectively discharged.

### 4.8 Delegation of authority by the Life CCC

The Life CCC may from time to time, by written resolution, assign to or vest in the Life CCC Chair powers and responsibilities of the Life CCC, with the exception of its power to impose a sanction in relation to Life Code non-compliance as set out in clause 8 of this Charter. A copy of the resolution of the Life CCC as to the authority of the Life CCC Chair will be accepted as conclusive. The Chair will not vote on such a resolution, with an affirmative vote by the other 2 Members required to pass the resolution.



## 5. Material personal interests and conflicts

### 5.1 Personal interest in a matter being considered at a Life CCC meeting

If a Life CCC Member has a material personal interest in relation to a matter that is being considered at a meeting of the Life CCC they must not:

- a) be present while the matter is being considered at the meeting, or
- b) vote on the matter, unless:
  - i) the Life CCC Member has notified the other Life CCC Members of their material personal interest
  - ii) the other Life CCC Members are satisfied that the material personal interest should not disqualify the Life CCC Member from participating in discussion and voting on the matter
  - iii) the nature of the personal material interest and the circumstances in which it was disclosed have been recorded in a minute
  - iv) the minute, relevant determination by the Life CCC and any other reports on the matter are made available for inspection on request by any Code Subscriber affected.

For the avoidance of doubt, a material personal interest for the purposes of this clause does not arise solely with respect to a Life CCC Member by reason of:

- a) the Life CCC Member's previous employment with or previous holding of office with a Code Subscriber, or
- b) by reason of the Life CCC Member being a policyholder or other customer of a Code Subscriber or its related bodies corporate.

### 5.2 General law obligations

The requirements in clause 5.1 have effect in addition to and not in derogation of any general law about conflicts of interest or conflicts of duties.

## 6. Life CCC compliant monitoring process

### 6.1 Methods

The Life CCC may for the purposes of monitoring compliance with the Life Code:

- a) make reasonable requests for a Code Subscriber and/or the Administrator to provide reasonable access to information, documents and systems, which the Life CCC considers reasonably necessary to discharge its functions
- b) make reasonable requests for a Code Subscriber to authorise an External Dispute Resolution scheme to release to the Life CCC confidential information of the Code Subscriber kept by that scheme to the extent reasonably necessary for a Life Code compliance investigation
- c) seek independent professional legal, accounting or other advice
- d) conduct own-motion enquiries, audits of Code Subscribers' Life Code compliance and "shadow shopping"
- e) request each Code Subscriber to lodge an annual return reporting on their compliance with the Life Code, and enter into appropriate arrangements with AFCA, ASIC and APRA for the purpose of facilitating:
  - i) information exchange relevant to the Life CCC's functions
  - ii) a Code Subscriber to provide specialist advice (which may be from internal sources) on the appropriateness of their processes, procedures or remediation.

## 7. Life CCC compliance investigation process

### 7.1 Investigations undertaken by the Life CCC

The Life CCC may commence an investigation of Life Code compliance in the following circumstances:

- a) in response to an allegation or report from any source that a Code Subscriber may have breached the Life Code, or
- b) as an outcome of the Life CCC's monitoring process if the Life CCC has reason to suspect that a Code Subscriber may have breached the Life Code (including in circumstances where a Code Subscriber has self-identified a breach).

### 7.2 Discretion to discontinue or suspend compliance investigations

The Life CCC may decide, at any stage, that it is not appropriate to continue an investigation started under clause 7.1. In making this decision, the Life CCC may consider any factors it thinks relevant, including:

- a) the nature of the allegations made against the relevant Code Subscriber
- b) the period that has elapsed since the alleged event occurred
- c) whether another forum would be more appropriate to consider the matter
- d) whether the allegation or report of breach of the Code under investigation is frivolous or vexatious
- e) work previously undertaken by the Life CCC to monitor or review practices and procedures of the Code Subscriber, where relevant to the allegations made.

If, during the course of conducting a compliance investigation, the Life CCC considers that a court, tribunal or other forum would be more appropriate to consider the matter, or if it considers the matter to be frivolous or vexatious, the Life CCC may suspend or discontinue the investigation of the allegation.

### 7.3 Matters outside the scope of Life CCC's investigation powers

The Life CCC:

- a) has discretion to determine whether a matter falls outside the scope of its investigation powers
- b) may develop a policy on how it will exercise its discretion to consider allegations of Life Code breaches pursuant to 7.1.

### 7.4 Process for considering alleged Life Code breaches

- a) Subject to clause 7.3, the Life CCC may, within a reasonable time of receiving a report of an alleged Life Code breach, consider that allegation in accordance with this Charter (including clause 13.1) and any operating procedures determined by the Life CCC in accordance with clause 12.
- b) Where the alleged Life Code breach is also the subject of a dispute before an External Dispute Resolution scheme or the subject of an investigation by any regulatory body, the Life CCC may decide to await the final determination or findings of that body before deciding to carry out or continue its investigation.
- c) Where the Life CCC investigates an alleged Life Code breach, the Life CCC must provide the Code Subscriber with a reasonable opportunity to respond to the alleged Life Code breach.

### 7.5 Notice of determination

- a) Following an investigation in accordance with clause 7.4, the Life CCC will record the outcome of the investigation and may make a determination in respect of the alleged Life Code breach.
- b) A determination made by the Life CCC must:
  - i) be in writing
  - ii) include a brief description of the allegation
  - iii) include a statement that in the Life CCC's view the allegation was proven in whole or in part or was unfounded
  - iv) if applicable, state any finding by the Life CCC that the Code Subscriber is responsible for serious or systemic non-compliance with the Life Code
  - v) include reasons for the findings and conclusions of the Life CCC
  - vi) be provided to the Code Subscriber so that the Life CCC and the Code Subscriber can agree on any corrective measures and the relevant timeframes for implementing these.
- c) Determinations may be provided on a de-identified basis to all Code Subscribers to assist them in understanding their Life Code compliance obligations.
- d) If the investigation is commenced in response to an allegation that a Code Subscriber has breached the Life Code, the determination will also be provided to the person who made the allegation.





## 8. Sanctions against Code Subscribers

### 8.1 Right to impose a Sanction

- a) The Life CCC has the right to impose a sanction on a Code Subscriber due to a Significant Breach of the Life Code under section 8 of the Life Code. Whether a sanction should be imposed for a Significant Breach of the Life Code is at the discretion of the Life CCC, and may be determined having regard to the following factors:
  - i) the principles and objectives of the Life Code
  - ii) the number of customers impacted by the Life Code breach
  - iii) the nature and extent of the financial or other impact to customers
  - iv) the length of time taken by the Code Subscriber to identify the Life Code breach
  - v) the root cause of the Life Code breach
  - vi) what action the Code subscriber has taken to address the breach and any impact to customers.
- b) The Life CCC may also impose a sanction on a Code Subscriber following a Significant Breach of the Life Code if the Code Subscriber has failed to implement the corrective measures within the timeframe agreed in accordance with clause 7.5(b)(vi), or where the Life CCC fails to reach agreement in a reasonable time with a Code Subscriber about the corrective action to be taken.
- c) The Life CCC alone may impose a sanction on a Code Subscriber for Significant Breach of the Life Code, notwithstanding that a regulator may also have imposed its own sanction for the same breach if it is also a breach of regulation or law. Subject to any revision of the Life Code, the power to impose a sanction for a Significant Breach of the Life Code may not be delegated or outsourced by the Life CCC in accordance with clause 8.5 of the Life Code.

### 8.2 Process for imposing a sanction

- a) Before imposing a sanction, the Life CCC will:
  - i) notify the Code Subscriber's Chief Executive Officer in writing
  - ii) provide an opportunity for the Code Subscriber to respond within 15 business days of receipt of such notice.
- b) The Life CCC will consider any response by the Code Subscriber before making a final determination and imposing any sanctions.
- c) The Life CCC will notify the Code Subscriber's Chief Executive Officer and CALI in writing of its decision regarding any Significant Breach of the Life Code and any sanctions to be imposed.

### 8.3 Sanctions the Life CCC may impose

Under clause 8.21 of the Life Code, a sanction for a Significant Breach may result in the Life CCC giving the Code Subscriber a formal warning or may require the Code Subscriber doing one or more of the following:

- a) taking steps to rectify identified issues in a set timeframe, considering any related actions that a regulatory body has imposed on the Code Subscriber
- b) undertaking a Life Code compliance audit
- c) publishing corrective advertising
- d) writing to anyone directly impacted by the Significant Breach of the Life Code
- e) making a Community Benefit Payment of up to \$100,000 to a registered charity
- f) publishing the non-compliance on the Code Subscriber's website
- g) publicly naming a Code Subscriber as having made a Significant Breach of the Life Code, which must be published on the Code Subscriber's website.

## 8.4 Community Benefit Payment sanctions

The following principles apply to Community Benefit Payment sanctions.

- a) breaches where a Community Benefit Payment sanction might be appropriate:
  - i) where the Life Code breach is a Significant Breach of the Life Code due to the number of people affected
  - ii) where there is little or no financial detriment to customers.
- b) a Community Benefit Payment sanction should not be applied in the case of Significant Breaches of the Life Code that have been reported, or are reportable, to ASIC.
- c) considerations relating to the amount of the Community Benefit Payment sanction:
  - i) no more than \$100,000 in total for the Significant Breach of the Life Code, or for a series of similar/related Significant Breaches of the Life Code
  - ii) in the range of \$0.50 to \$1.5 for each affected customer at the Life CCC's discretion acting reasonably and taking account of factors such as, but not limited to:
    - the severity of the Significant Breach of the Life Code
    - the likely level of distress/inconvenience caused to affected customers
    - the extent to which it could have been avoided
    - the time taken by the Code Subscriber to identify the Significant Breach of the Life Code
    - what action, if any, the Code Subscriber has taken to address the breach and remediate customers.
  - iii) should not be applied in cases where the amount of affected people is less than 5,000 to avoid sanctions for small amounts.
- d) process for Community Benefit Payment sanctions:
  - i) CALI will from time to time provide the Life CCC with a list of no less than 3 charities who might receive the payment relating to a Community Benefit Payment sanction.
  - ii) CALI will maintain contact and account details of each charity on the list to be available to Life Code subscribers if required.
  - iii) the Life CCC will select one or more charities from the list to receive the payment.
  - iv) the Life CCC will instruct the Code Subscriber of the amount of the payment and the date by which the payment should be made, giving at least one month's notice.
  - v) the Code Subscriber will make the payment to the charity for the amount decided by the Life CCC.
  - vi) the Code Subscriber will provide the Life CCC with a copy of the receipt for the payment as proof that the payment has been made.

## 8.5 Grounds for imposing a sanction

- a) When determining any sanctions to be imposed, the Life CCC will consider:
  - i) the principles and objectives of the Life Code
  - ii) the appropriateness of the sanction
  - iii) any measures related to the Significant Breach of the Life Code agreed with or imposed on the Code Subscriber by any regulatory body
  - iv) whether the breach of the Life Code is a Significant Breach (defined in the Life Code).
- b) The Life CCC is under no obligation to impose a sanction in any of the circumstances referred to in this clause. The decision to impose a sanction for a Significant Breach of the Life Code is wholly at the discretion of the Life CCC, subject to the Charter and the Life Code.

## 9. Complaints concerning the Life CCC

### 9.1 Complaints

- a) A person who is dissatisfied because they consider that the Life CCC has not acted in accordance with the Life Code or the Charter may lodge a Complaint with the Life CCC. The Life CCC must then consider and respond to the Complaint as appropriate and inform CALI of the Complaint within ten business days.
- b) The CEO of CALI and the Chief Ombudsman of AFCA may jointly appoint an independent party for the purpose of this clause under appropriate terms of reference. If the complainant remains dissatisfied after receiving the Life CCC's response, they may refer the Complaint to that independent party who must then consider the Complaint in accordance with their terms of reference.
- c) If the independent party finds that the Life CCC has not acted in accordance with the Life Code or the Charter, the independent party must recommend in writing to the Life CCC, CALI and/or AFCA what steps it considers should be taken.
- d) The costs of the independent party in dealing with Complaints will be met by the Life CCC budget and recovered from Code Subscribers as required through the budgeting and invoicing process.

## 10. Reporting by the Life CCC

### 10.1 Collection of information for Annual Report

The Life CCC must, for each period for which it must prepare an Annual Report, collect and record data for the purposes of analysis and reporting on The Code compliance.

## 11. Publication of Annual Report

- 11.1** By 1 October each year, the Life CCC must prepare and publish an Annual Report for the period ending on 30 June in that year.
- 11.2** Each Annual Report must include a fair and adequate summary and analysis of the information specified in clause 11(c). It may include any other matters the Life CCC thinks fit that are consistent with the functions of the Life CCC under the Life Code and this Charter.
- 11.3** The Annual Report must include the following:
- a) an outline of the activities of the Life CCC in the relevant period, including:
    - i) de-identified information as to the reported allegations of breaches of the Life Code
    - ii) de-identified information as to investigated alleged breaches and any corrective measures agreed with Code Subscribers;
    - iii) information as to any sanctions imposed by the Life CCC (de-identified where appropriate)
    - iv) information as to the number of meetings of the Life CCC and the attendance of Life CCC Members
  - b) any recommendations on Life Code improvements and education relevant to the operation of the Life Code arising out of its experiences of Life Code compliance in the relevant period
  - c) a statement that the Life CCC has complied with the terms of the Charter in the period of the Annual Report and, if there has been any non-compliance, the Annual Report must identify that non-compliance and the reasons for it including any action that may have been instituted by the Life CCC to ensure that such non-compliance does not occur in the future.
- 11.4** Each year the Life CCC must prepare and publish aggregated industry data and consolidated analysis of Life Code compliance by the Code Subscribers for the relevant period. This information may be provided separate to the Annual Report. Before determining what data it collects and publishes, the Life CCC should take into account any industry data already published by any regulator or CALI to avoid duplication.

## 12. Policies, guidelines, reporting forms and operating procedures

### 12.1 Development of reporting forms and operating procedures

The Life CCC may develop:

- a) policies and guidelines on the administration of the Life Code
- b) compliance reporting and other forms
- c) operating procedures related to the activities of the Life CCC and/or the Administrator (if relevant), that are consistent with this Charter and the Code.

In conjunction with CALI, the Life CCC will consult with Code Subscribers in developing these policies, guidelines, reporting forms and operating procedures. The Life CCC may also consult with other organisations and individuals with an interest in the Life Code, as the Life CCC sees fit.

## 13. General principles and procedures

### 13.1 General principles

When considering an alleged breach, the Life CCC must:

- a) ensure a Code Subscriber, or Code Subscribers, to whom an alleged breach or investigation relates is, or are, accorded procedural fairness throughout the course of the Life CCC's consideration of the alleged breach or conduct of the investigation
- b) ensure, as far as practicable, that:
  - i) a Code Subscriber's business is not disrupted unduly
  - ii) a Code Subscriber's customers are not inconvenienced unduly
- c) act reasonably in all circumstances.

### 13.2 Confidentiality of information

- a) In this Charter, "confidential information" means all technical, commercial and other confidential information and materials of a Code Subscriber, consumer or small business and includes any information or material that discloses or relates to:
  - i) a Code Subscriber's compliance or non-compliance with the Life Code
  - ii) an actual or alleged Life Code breach
  - iii) commercial, financial or legal affairs of a Code Subscriber including but not limited to pricing policies, costing information, supplier lists and customer lists
  - iv) legal advice and other privileged materials
  - v) a matter to which an obligation of confidence applies under privacy law; any other information or material which is of a confidential or sensitive nature, is marked or denoted as being confidential or which a reasonable person to whom that information or material is disclosed, or to whose knowledge that information or material otherwise comes, would consider confidential; and personal information within the meaning of the privacy legislation.

- b) Subject to sub-clause (c), a person referred to in clause 4.1(c) must not disclose, or use for a purpose other than contemplated by this Charter or the Life Code, any confidential information supplied to them in connection with the conduct of the business of the Life CCC.
- c) A Life CCC Member, each alternate Member and the Administrator may disclose any confidential information:
  - i) as between each other
  - ii) to any person to whom disclosure is reasonably required for the purpose of the Life CCC exercising its functions under the Life Code or the Charter
  - iii) to a relevant regulator, including in response to a request for that confidential information from the relevant regulator
  - iv) to any person to whom disclosure of confidential information is required by law
  - v) under corresponding obligations of confidence as imposed by this clause 13 to a person retained to provide advice in accordance with clause 4.1(c)(ii) or an External Dispute Resolution Body (but only to the extent that it is relevant to a matter being dealt with by that body and only to the extent such disclosure is required or permitted under that body's rules)
  - vi) for the purpose of imposing a sanction on a Code Subscriber in accordance with the Life Code, or
  - vii) with the prior written consent of the Code Subscriber, subject to privacy law.

### 13.3 Authority to give oral or written public statements

The Life CCC, and each Life CCC Member (acting with the approval of the Life CCC), will not make public statements on behalf of the Life CCC, except:

- a) as contained in the Annual Report, or
- b) as required in the performance of its functions and responsibilities as set out in this Charter.

## 14. Interpretation

The following words have the following meanings:

- **Administrator** means an entity appointed in accordance with clause 2.3.
- **AFCA** means the Australian Financial Complaints Authority Limited, an External Dispute Resolution Body.
- **APRA** means the Australian Prudential Regulation Authority.
- **ASIC** means the Australian Securities and Investments Commission.
- **CALI** means the Council of Australian Life Insurers
- **Charter** means this Life Code Compliance Committee Charter.
- **The Code** means the Life Insurance Code of Practice 2023 as amended from time to time.
- **Code Subscriber** means an entity that is bound by the Code.
- **Life CCC** means the Life Code Compliance Committee.

Any words not defined in this Charter will have the same meaning as in the Life Code.

