# Principal Range Advantage



Product Information Document\*

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Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945

You should read all sections of this Product Information Document and all other relevant documents before making a decision to acquire this financial product.

\* Please note that this product is not regulated under the Corporations Act 2001

CommonwealthBank



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### General Information

### Features at a glance

Significant benefits	Provides some protection against adverse interest rate movement whilst providing the flexibility of a variable drawdown amount within predetermined parameters.			
Significant risks	There may be some operational risk, market risk and credit risk. You may not receive all of the benefit of any favourable interest rate movements.			
Minimum transaction amount	Australian dollars (AUD) 500,000.			
Terms	30 days to 7 years. Longer terms may be available on request.			
Costs	See Section "What are the costs involved in Principal Range transactions' on page 8.			
Maturity date and rollover dates	Maturity date and rollover dates, once agreed, cannot be varied.			
Early termination	An amount may be payable by you or to you depending on the <i>mark-to-market value</i> of the transaction upon termination. You will be liable for any unpaid <i>agreement fee</i> and may be liable for any losses, costs and expenses which the Bank may incur as a result of termination.			

This is a sophisticated financial product, which involves dealing in interest rates. The information in this Product Information Document (PID) does not take into account your personal objectives, financial situation and needs. Before transacting in this product you should be satisfied that this product is suitable for you in view of those objectives, and your financial situation and needs, and we recommend that you consult your investment adviser or obtain other independent advice. Unless you are familiar with interest rate dealings and products of this type, the product may not be suitable for you.

The information in this PID is subject to change from time to time and is up to date as at the date stated on the cover. Where the new information is materially adverse information the Bank will either notify you or issue a new PID or a supplementary PID setting out the updated information. Where the new information is not materially adverse information we will not issue a new PID or supplementary PID to you, but you will be able to find the updated information on our web site **commbank.com.au** or you can call **13 2221**. If you ask us to, we will send you a paper copy of the information.

# Purpose of a Product Information Document (PID)

A PID aims to provide you with enough information to help you decide whether the product will meet your needs. It also helps you to compare the product with others you may be considering.

This PID provides information about a **Principal Range Advantage** (Principal Range). If you decide to enter a Principal Range transaction, you should keep this PID and all other documentation relating to your Principal Range transaction for future reference.

If you have any questions or wish to contact us you can call **13 2221** between 8am and 8pm, Monday to Friday, visit our web site at **commbank.com.au**, call into any branch of Commonwealth Bank of Australia (the Bank) or contact your relationship manager.

To assist you in understanding this PID, the definitions of some words are provided in the "Definitions" section on page 11. When used in this PID, these words usually appear in italics.

### What is a Principal Range Advantage (Principal Range) transaction?

A Principal Range transaction acts as an amendment to the terms and conditions of your *variable rate bill facility* that you conduct with the Bank. It simply establishes a *fixed bill rate* that must apply to a specified *minimum face value of bills* and that may apply at your discretion up to a *maximum face value of bills* on specified *rollover dates*. *Bills* drawn in excess of the *maximum face value of bills* are drawn at the prevailing *variable bill rate*. Your *variable rate bill facility* will continue to be governed by the terms and conditions set out in your facility agreement. As such, the Principal Range transaction does not take into account any fees and margins payable in respect of your underlying *variable rate bill facility*.

A Principal Range transaction allows you to specify:

- the maximum face value of bills and/or the minimum face value of bills that you require. This is your range of drawdowns that will be subject to interest rate protection; and
- the rollover dates and maturity date that you require. These are the dates that bills will be drawn down or rolled over under your variable rate bill facility (for example, you could draw/roll bills on a 30, 90 or 180 day basis).

The *fixed bill rate* and any *agreement fee* payable will be determined by the Bank (see Section "Determining the *fixed bill rate* and any *agreement fee*" on page 5).

At each *rollover date* of a Principal Range transaction, the *face value of bills* drawn down must always equal or exceed the *minimum face value of bills*. You may, however, vary the mix of *face value of bills* and terms that you have drawn down to achieve a more favourable outcome as follows:

- if the fixed bill rate applicable to your Principal Range transaction is more favourable than the prevailing variable bill rate (as determined by the Bank), then you can maximise the borrowings that you require under the fixed bill rate component of your Principal Range transaction; or
- if the *fixed bill rate* applicable to your Principal Range transaction is less favourable than the prevailing *variable bill rate* (as determined by the Bank), then you can minimise the borrowings that you require under the *fixed bill rate* component of your Principal Range transaction. You will, however, have to maintain a *face value of bills* drawn down under the *fixed bill rate* equal to or in excess of the *minimum face value of bills*.

Where you wish to draw or *roll bills* at the *fixed bill rate* for terms that vary from your agreed *rollover schedule*, where those *bills* are in excess of the *minimum face value of bills*, but less than the *maximum face value of bills*, you may do so on any *rollover date*. At the *maturity date* of those *bills* where that date varies from the agreed *rollover schedule*, they may not be rolled at the *fixed bill rate*.



Principal Range transactions are usually structured so that the *agreement fee* is nil. If you wish to nominate levels for the *maximum face value of bills* and the *minimum face value of bills*, an *agreement fee* may be payable. The Bank will determine the amount of any *agreement fee* and advise you of that amount before entering into a Principal Range transaction with you.

Agreement fees are usually payable on the date you enter a Principal Range transaction. Subject to approval by the Bank, the agreement fee can also be paid over the term of the Principal Range transaction, however, this will incur an extra cost to you. The full amount of the agreement fee is always payable even if the Principal Range transaction is terminated prior to its scheduled maturity date. No part of the agreement fee paid by you is refundable in any circumstances.

Details of current interest rates that apply to variable rate bill facilities as well as maximum face value of bills and minimum face value of bills, fixed bill rates and any agreement fees are available on request from your relationship manager or any branch of the Bank.

Principal Range transactions are subject to the standard credit approval process employed by the Bank.

# Uses of Principal Range transactions

Principal Range transactions may be useful for borrowers who are seeking protection against adverse interest rate movements but would like both the flexibility to draw down their *bill facility* within a predetermined face value range and to receive the specified *fixed bill rate*, as well as retaining some potential to benefit from favourable interest rate movements (by reducing the amount which must be drawn down at the *fixed bill rate* to the *minimum face value of bills*).

# Determining the fixed bill rate and any agreement fee

Depending on your requirements, you may specify to the Bank the *rollover dates*, *maturity date*, and two of the following three: the *maximum face value of bills*; the *minimum face value of bills*; and the *agreement fee* (see Section "Entering and settling Principal Range transactions" on page 8 of this PID).

The Bank will calculate the *fixed bill rate* by taking the following factors into account:

- the maximum face value of bills (if specified);
- the minimum face value of bills (if specified);
- the agreement fee (if specified);
- the rollover dates;
- the maturity date;
- a volatility factor;
- an allowance for the Bank's costs, both fixed and variable; and
- the Bank's profit margin.

# Example of how a Principal Range transaction works

You are a borrower with a 3 year *variable rate bill facility* with an approved limit of \$1,000,000 and quarterly *rollover dates*.

The variable bill rate is 4.50% per annum. A rise in the variable bill rate would mean that you would have to pay more interest on your borrowing, so you are seeking protection against a rise in the variable bill rate. You would also like some potential to benefit if the variable bill rate falls whilst maintaining some flexibility as to how much of the bill facility is drawn down at the fixed bill rate.

You would like a *fixed bill rate* for a *maximum face value of bills* of \$800,000 and a *minimum face value of bills* of \$300,000.

You have asked the Bank to structure a Principal Range transaction so that the *agreement fee* is nil.

The reference rate will be the bill rate.

#### Assume the following

Bill facility approved limit	\$1,000,000
Maximum face value of bills (specified by you)	\$800,000
Minimum face value of bills (specified by you)	\$300,000
Fixed bill rate (calculated by the Bank)	6.00% per annum
Maturity date	3 years from the <i>deal date</i>
Rollover dates	Quarterly
Agreement fee (specified by you)	\$0

This means that you must always drawdown or *roll bills* for a *face value of bills* equal to the *minimum face value of bills* of \$300,000 at the *fixed bill rate*. If your borrowing requirements exceed this amount, you may draw down an additional \$700,000, being available as follows:

- an additional \$500,000 at your choice of the fixed bill rate or the variable bill rate; and
- an additional \$200,000 at the variable bill rate.

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Possible outcomes on each rollover or draw down	Your action	Overall interest rate achieved on total borrowing*
The <i>variable bill rate</i> is higher than the <i>fixed bill rate</i> .	You must draw down or <i>roll bills</i> equal to at least \$300,000, and you must do so at the <i>fixed bill</i> <i>rate</i> of 6.00% per annum.	6.00% per annum
	You draw down or <i>roll bills</i> of the <i>fixed bill rate</i> of 6.00% per annum for the first \$800,000 and at the prevailing <i>variable bill rate</i> for the remaining \$200,000.	More than 6.00% \$1,000,000, and you do so at per annum
The <i>variable bill rate</i> is lower than the <i>fixed bill rate</i> .	You must draw down or <i>roll bills</i> equal to at least \$300,000, and you must do so at the <i>fixed bill</i> <i>rate</i> of 6.00% per annum.	6.00% per annum
	You draw down or <i>roll bills</i> of \$1,000,000, and you do so as follows:	Less than 6.00% per annum
	<ul> <li>\$300,000 at the <i>fixed bill rate</i>; and</li> <li>the remaining \$700,000 at the prevailing <i>variable bill rate</i>.</li> </ul>	

\*The example used is for illustrative purposes only and does not reflect current market prices, values or outcomes. It does not take into account any fees payable in respect of your underlying variable rate bill facility.

#### Issues to consider

In setting your *maximum face value of bills* and your *minimum face value of bills* there are various issues you need to consider. Using this example, these can be summarised as follows:

- a lower maximum face value of bills means your potential exposure to a rising variable bill rate is increased if you require to draw down your bill facility to a level above the maximum that you have set;
- a higher minimum face value of bills means your ability to benefit from a falling variable bill rate is decreased; and
- the level at which you set both of the maximum face value of bills and the minimum face value of bills will affect the fixed bill rate that applies and/or potentially the agreement fee.

# What are the significant benefits of a Principal Range transaction?

Benefits include:

- provides interest rate protection via the fixed bill rate that will be applied up to your maximum face value of bills;
- provides some potential to benefit from favourable interest rate movements;
- allows you to choose the maximum face value of bills and minimum face value of bills that you require;
- the term can be equal to or less than the term of your variable rate bill facility; and
- can be structured so that the *agreement fee* is nil.

# What are the significant disadvantages of a Principal Range transaction?

Disadvantages include:

- your potential to benefit from favourable interest rate movements is limited by the requirement that you drawdown at least the *minimum face value of bills* at the *fixed bill rate*;
- there may be a cost to you if the Principal Range transaction is terminated before the maturity date. (See Section "Early termination" on page 8);
- you will be exposed to interest rate movements if the term of the Principal Range transaction is less than the term of your variable rate bill facility;
- to maintain protection, the rollover dates for your variable rate bill facility and Principal Range transaction must be the same; and
- any agreement fee payable by you is not refundable.

# What are the significant risks of a Principal Range transaction?

Risks derive from factors that are beyond your control. Starting from the time at which you enter into a Principal Range transaction with the Bank, risk factors may lead to changes in the financial outcomes that are unfavourable to you. Monitoring any risks associated with this product is your responsibility (subject to the responsibility of the Bank for its own operational processes, see Section "Operational Risk" on this page).

#### Market risk

In Principal Range transactions, the key market risk to you is that you do not receive any benefit or in fact are disadvantaged after you enter into a Principal Range transaction with the Bank. The Principal Range transaction is of no value to you on a particular *rollover date*, if the reference rate is equal to the *fixed bill rate*. The Principal Range transaction is a disadvantage to you where on a particular *rollover date* the reference rate is less than the *fixed bill rate*.

Early termination of a Principal Range transaction may result in you paying more than the *fixed bill rate*. Additionally, you may also risk paying more than you would have if no agreement had been entered into at all.

#### Credit risk

Credit risk is common to all financial markets products that you may enter into with the Bank. In all cases, you are reliant on the ability of the Bank to

meet its obligations to you under the terms of each Principal Range transaction. This risk is sometimes described as "counterparty risk".

#### Operational risk

Operational risk is the risk of loss resulting from inadequate or failed internal processes, people and systems or external events.

You are reliant on the ability of the Bank to price and settle your transaction in a timely and accurate manner. The Bank in turn is dependent on the reliability of its own operational processes that include communications, computers and computer networks. Disruptions in the Bank's processes may lead to delays in the execution, settlement or determination of the price of your Principal Range transaction. If for any reason the *bill rate* cannot be determined, the relevant price will be determined by the Bank acting in good faith. Such disruptions may result in outcomes that are less favourable to you.

However, once you have entered into the Principal Range transaction, the management of risks associated with its own operational processes is the responsibility of the Bank.

The risks described here may not include all risk considerations that may be relevant to you when entering into a Principal Range transaction. Please also refer to the Section "What are the significant disadvantages of a Principal Range transaction?" on this page. Before transacting in this product you should be satisfied that this product is suitable for you. We recommend that you consult your investment adviser or obtain other independent advice.

#### Legal risk

Australia, as a member state of the United Nations, is obliged to implement United Nations Security Council sanctions. Australia also may be required to implement other international sanctions and sometimes imposes unilateral sanctions. Sanctions can cover various subject matters including financial restrictions. Consequently, the Bank may be prohibited from dealing with certain persons or entities.

This means that if the Bank is aware that you are a proscribed person or entity, then the Bank may be required to suspend, cancel or refuse you services or close or terminate any account, facility, transaction, arrangement or agreement with you. We may also be required to freeze your assets. You could incur significant costs as a result of these actions.

# Entering and settling Principal Range transactions

#### Transaction characteristics

The minimum transaction amount is Australian dollars (AUD) 500,000 and terms of from 30 days to 7 years are available. Longer terms may be available on request.

#### Entering a Principal Range transaction

Following credit approval by the Bank and your executing a *variable rate bill facility* with the Bank, you may enter into a Principal Range transaction.

The next steps are:

- 1. You contact the Bank and ask for a Principal Range transaction quote. Depending on your requirements, you may specify to the Bank the *rollover dates, maturity date,* and two of the following three: the *maximum face value of bills*; the *minimum face value of bills*; and any *agreement fee.*
- The Bank will calculate the *fixed bill rate*. An *agreement fee* may be payable. If the Bank offers you a Principal Range transaction, and if you accept the offer (which can be done verbally), a Principal Range transaction is entered into between you and the Bank. Telephone conversations between you and the Bank may be recorded.
- 3. The Bank will send you a Principal Range Advantage Agreement setting out the details of your Principal Range transaction. You must sign and return this agreement to the Bank.

#### Principal Range documentation

The Principal Range documentation comprises a Principal Range Advantage Agreement that sets out in full the amendments to your *variable rate bill facility*. Samples of the agreement can be obtained from your relationship manager or any branch of the Bank on request. It is important that you check the Principal Range Advantage Agreement to make sure that it accurately sets out the amendments to your *variable rate bill facility*. In the event of a discrepancy, you must contact your relationship manager or any branch of the Bank within 3 business days.

#### Settling a Principal Range transaction

Subject to the amendments set out in the Principal Range Advantage Agreement, the actual rate the Bank will apply to its purchase of *bills* subject to the Principal Range Advantage Agreement will be the *fixed bill rate* or the *fixed bill rate* and the *variable bill rate*.

### Variations to rollover dates

Variations to *rollover dates* are not available.

### Early termination

A Principal Range transaction may be terminated prior to the *maturity date* either:

- by agreement between you and the Bank; or
- as set out in the Principal Range Advantage Agreement.

At termination, the Bank will calculate the amount, if any, required to compensate the Bank for any losses, costs (including, without limitation, cost of funding) and expenses (including, without limitation, any reasonable and out-of-pocket expenses) which the Bank may incur as a result of termination. You must pay such amount to the Bank. The Bank will notify you as soon as practicable after making this calculation.

All unpaid *agreement fees*, including those occurring after the date of termination, will be immediately due and payable by you. No part of any *agreement fee* paid by you is refundable in any circumstances.

## What are the costs involved in Principal Range transactions?

#### Fees and charges

There are no fees and charges for entering into a Principal Range transaction except for any *agreement* fee. Section "Determining the fixed bill rate and any *agreement* fee" on page 5 sets out the factors the Bank takes into account in order to calculate the fixed bill rate and the *agreement* fee.

The Principal Range transaction does not take into account any fees and margins payable in respect of your underlying *variable rate bill facility*.

Your Principal Range transaction may also be subject to government taxes and duties (if any). These may vary from State to State.

# Are there any tax implications that you should be aware of?

Principal Range transactions may have tax implications. These can be complex and are invariably specific to your circumstances. Therefore, you should discuss any taxation issues with an independent tax adviser before entering into a Principal Range transaction.

### What if you have a complaint?

Please contact your relationship manager or the manager of the department that handled the matter and explain the problem.

Our staff will review the situation and, if possible, resolve it immediately. If the matter has not been resolved to your satisfaction, please contact our Customer Relations team via:

- our web site at: commbank.com.au/contactus/ comment.asp;
- telephone 1800 805 605;
- facsimile 1800 028 542; or
- writing to:

Customer Relations Commonwealth Bank Reply Paid 41 Sydney NSW 2001

If after giving us the opportunity to resolve your complaint, you feel we have not resolved it satisfactorily, you may also lodge a written complaint with the Banking and Financial Services Ombudsman at:

GPO Box 3 Melbourne Victoria 3001

telephone 03 9613 7333;

toll free 1300 780 808;

facsimile 03 9613 7345;

web site www.bfso.org.au

### Customer information and privacy

## Collection and verification of customer information

"Customer information" is information about a customer. It includes personal information.

The law requires us to identify our customers. We do this by collecting and verifying information about you. We may also collect and verify information about persons who act on your behalf. The collection and verification of information helps to protect against identity theft, moneylaundering and other illegal activities.

We use your customer information to manage our relationship with you, provide you with the products and services you request and also tell you about the products and services offered by the Commonwealth Bank Group ("Group"), affiliated providers and external providers for whom we act as agent. If you have given us your electronic contact details, we may provide marketing information to you electronically.

The collection and verification of customer information may be carried out in different ways and we will advise you of the most acceptable methods of doing this. We may disclose your customer information in carrying out verification – e.g. we may refer to public records to verify information and documentation, or we may verify with an employer that the information you have given us is accurate.

Depending on whether you are an individual or an organisation, the information we collect will vary. For instance, if you are an individual, the type of information we may collect and verify includes your full name, date of birth and residential address. If you are commonly known by 2 or more different names, you must give us full details of your other name or names.

For instance, if you are a company, we may collect and verify information, including company incorporation and registration details, as well as details of the company's officers and its major shareholders.

If you are acting as a trustee, we may ask you for, amongst other things, information on the beneficiaries of the trust and evidence of the existence of the trust.

If you are a partnership, we may require information including evidence of the fact that the partnership exists, as well as the full name of the partnership, the names of the partners and any business name owned by the partnership.

For other organisations, the kind of information we collect and verify will depend on the type of organisation you are.

In addition, during your relationship with us, we may also ask for and collect further information about you and about your dealings with us. You must provide us with accurate and complete information. If you do not, you may be in breach of the law and also we may not be able to provide you with products and services that best suit your needs.

#### Protecting customer information

We comply with the National Privacy Principles as incorporated into the *Privacy Act* 1988 (Cth).

We disclose customer information to other members of the Group (including overseas members), so that the Group may have an integrated view of its customers and to facilitate the integrated treatment of its customers. It also enables other members of the Group to provide you with information on their products and services.

#### Other disclosures

At common law, banks are permitted to disclose customer information in the following circumstances:-

- (a) where disclosure is compelled by law; or
- (b) where there is a duty to the public to disclose; or
- (c) where our interests require disclosure; or
- (d) where disclosure is made with your express or implied consent.

So that we can manage our relationships, customer information may be disclosed to:

- brokers and agents who refer your business to us;
- any person acting on your behalf, including your financial adviser, solicitor, settlement agent, accountant, executor, administrator, trustee, guardian or attorney;
- financial institutions who request information from us if you seek credit from them;
- if you have borrowed from the Bank to purchase property: valuers and insurers (so that the Bank can obtain a valuation of your property, and confirm that it is insured);
- if you have insurance: medical practitioners (to verify or clarify, if necessary, any health information you may provide), claims investigators and reinsurers (so that any claim you make can be assessed and managed), insurance reference agencies (where the Bank is considering whether to accept a proposal of insurance from you and, if so, on what terms); and
- organisations to whom we may outsource certain functions.

In all circumstances where our contractors, agents and outsourced service providers become aware of customer information, confidentiality arrangements apply. Customer information may only be used by our agents, contractors and outsourced service providers for our purposes.

We may be required to disclose customer information by law, e.g. under Court Orders or Statutory Notices pursuant to taxation or social security laws or under laws relating to sanctions, anti-money laundering or counter terrorism financing.

We may send customer information overseas if:

- that is necessary to complete a transaction, or
- we outsource certain functions overseas.

We may also be permitted, as distinct from required, to disclose information in other circumstances. For more information, please refer to our Privacy Policy.

#### Access to your personal information

The law allows you (subject to permitted exceptions) to access your personal information. You can do this by contacting:

Customer Relations Commonwealth Bank Reply Paid 41 Sydney NSW 2001

We may charge you for providing access.

#### Further information

For further information on our privacy and information handling practices, please refer to the Group's Privacy Policy, which is available at **commbank.com.au** or upon request from any branch of the Bank.

### Definitions



#### "agreement fee"

The amount payable by you to the Bank as consideration for entering a Principal Range transaction with the Bank.

#### "AUD"

Australian dollars.

#### the "Bank"

Commonwealth Bank of Australia ABN 48 123 123 124.

#### "bill"

A negotiable instrument regulated by the Bills of Exchange Act 1909.

#### "bill facility"

A facility which the Bank makes available to you to raise money by having *bills* discounted.

#### "bill rate"

The rate of discount expressed as a percentage yield to maturity per annum at which the Bank is prepared to purchase *bills* accepted or endorsed by itself.

#### "business day"

A day on which the Bank is open for the transaction of business in relation to a Principal Range transaction in Sydney, New South Wales, Australia.

#### "deal date"

The date on which a Principal Range transaction is entered into by the *parties to the agreement*.

#### "drawdown/rollover schedule"

A summary of rollover dates.

#### "face value of bills"

The amount payable by you on the maturity of each *bill*.

#### "fixed bill rate"

The *bill rate* which is fixed to apply for a *fixed rate period*.

#### "fixed rate period"

The term during which the *fixed bill rate* applies.

#### "mark-to-market value"

A valuation method where an existing Principal Range transaction is valued against current market rates to calculate any early termination payment.

#### "maturity date"

The last date of your Principal Range transaction.

#### "maximum face value of bills"

The agreed maximum *face value of bills* subject to the Principal Range transaction.

#### "minimum face value of bills"

The agreed minimum *face value of bills* subject to the Principal Range transaction.

#### "parties to the agreement"

The parties to a Principal Range transaction are you and the Bank.

#### "roll bills", "rollover bills"

The drawing of new *bills* to replace those *bills* maturing on a *rollover date*.

#### "rollover date"

A date on which a *bill* is due for rollover.

#### "termination date"

A date on which you or the Bank terminate the Principal Range transaction.

#### "variable bill rate"

An interest rate that varies according to a particular indicator, such as the *bill rate*.

#### "variable rate bill facility"

A *bill facility* that is conducted with the Bank at a *variable bill rate*.

#### 

#### "volatility factor"

The expected degree of fluctuation in interest rates during the transaction period as calculated by the Bank.

#### "you", "your"

The customer who is one of the *parties to the agreement*.



