

Statement of Witness

Queensland Floods Commission of Inquiry

<i>Name of Witness</i>	Lynn Rachel DOYLE
<i>Date of Birth</i>	██████████
<i>Address and contact details</i>	██████████ Burpengary
<i>Occupation</i>	Office Administration
<i>Officer taking statement</i>	Det/Sgt Anthony VLISMAS
<i>Date taken</i>	9 September 2011

Lynn Rachel DOYLE states,

1. I am a married woman █████ years of age and I reside at █████ Burpengary with my family.
2. Our house is situated of a 3137 sq mtr block in the Parish of Burpengary, County of Stanley and we were originally in the Caboolture Shire Council but after amalgamation it is now called the Morton Bay Regional Shire Council the area is zoned rural/residential.
3. The house is situated 15 metres from the front fence and is in the middle of the block. The front of the house faces in a southerly direction. It is a low set brick and colour bond roof construction. It consists of four bedrooms, kitchen, dining lounge rooms combined and another room used for the kid's toy room. There is also a double lock garage.
4. The house was built and finished in March 2004. We transferred our existing home and contents insurance to this house. The insurance policy is with CGU Insurance. I recall receiving a renewal schedule from the insurance company but I can't recall receiving a policy or product disclosure documents at the time of moving into our current home.
5. When taking out the insurance no one from the company explained any details about flooding or whether we would be covered.

**Details of a questionnaire and Insurance Policy Renewal with CGU are contained in documents supplied to the Flood Commission in an email.
Tendered and marked exhibit no...**

6. At the time of purchasing the block of land about 18 months prior to building the home. We engaged Trilby Miso Lawyers to conduct the searches on the block. We recall asking them to check for flooding issues. The checks showed that there was an easement for storm water running along the block on the back of the block on the northern boundary.
7. This easement is about about 5 metres into our block. This was covered in a letter from our lawyers. There was no mention of flooding issues at that time.

**I am able to tender and copy of that letter.
Tendered and marked exhibit no....**

8. To our knowledge our property has never been flooded prior to 2011.

Witness Signature. ██████████

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Signature of officer

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9. We have been present in our house and experienced many occasions where heavy rain has fallen but no flooding has occurred. However in May 2009 a lot of rain fell and the rear of the block experienced storm water overflow from Rowley Road down the easement towards a spill way at the end of [REDACTED] and then into the Burpengary Creek.
10. In 2009 the storm water on that occasion came up towards our pool fence which is about 15 metres from the rear of the house.
11. On Tuesday 11th January 2011 at about 4.30am that morning a large thunder storm woke us up and shook the house.
12. After waking up the thunder and heavy rain continued. My husband left work at about 7.00am and I left the house at about 9.00am to go to the kids swimming class. When we left the house I noticed water was flowing along the easement but not over flowing into the yard.
13. I went to the swimming class and it was still raining heavily and returned home at about 10.00am and I wasn't able to get through the bridge on Rowley Road, Burpengary. I tried to get around some of the back streets but they were also covered with water and I couldn't get through.
14. I then rang my neighbour at number [REDACTED] and she told me that our houses and surrounds were inundated with the storm water.
15. I panicked and rang my husband and told him what was happening and that he needed to get home from work. I went to my mum and dads at Kallangur to wait for Brett.
16. Brett came and got me and we drove towards our house but stuck at Rowley Road Bridge again and we waited there with some other neighbours. It was still raining then but not as heavy.
17. We then drove over to another housing estate on the other side of Burpengary Creek and then walked back to our property as we couldn't get cars through.
18. Brett arrived home and the water was all over the road and our property and the water was knee deep on the road.
19. Brett checked the property and he found that storm water had entered our house to a depth of about inch or two across the floors and had entered the house through the doors and floor wastes.
20. After getting into the house Brett rang me and I returned home. I saw that the water had run off quickly and as it was storm water it was reasonably clean and only small amount silt was left throughout the house.

Witness Signature [REDACTED]
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21. Whilst trying to get back to the house I received a text message advising residents to evacuate their houses. By the time we got the message it was too late.
22. As a result of the water entering our house all the carpets were ruined, furniture kitchen cupboards electrical items like TV etc which had been connected to power boards on the which had been affected by water on the floor.
23. Numerous items in the shed including, powers tool, motorbikes, mowers, garden equipment and other assorted items were inundated with about three feet of water.
24. We lodged a claim with CGU on the after of the 11/1/2011. Our policy number is [REDACTED], Home Claim No [REDACTED] and Contents claim No [REDACTED] refers to the claim.
25. We made the claim via the telephone. Whilst speaking with the insurance company they kept telling me that CGU does not cover damages caused by flood water. I recall telling them that it wasn't flood water it was actually storm water which had caused the damage.
26. They then wanted to know if we had any creeks in the area. I told them that Burpengary Creek was near us but the water had come from the opposite direction to the creek. Then also asked me if the water was clean or dirty and I replied that it was clean water. This question was asked a number of times and I replied to them a number of times it was clean water storm water.
27. After arguing with them over these issues they finally agreed to take my claim and that's when they gave me the above claim numbers. They also told that an assessor would come to the house within 48 hours.
28. They also kept saying that if the assessor found that the water had come from the creek we would not be covered.
29. I was of the opinion that they wanted us to leave things the way they were until they assess it. We got a few things together and left the house and went to stay with family.
30. We came back to the house on Wednesday the 12 January 2011 and I again rang the insurance company and told them that the carpets and everything was still wet. We also found out that a neighbouring property septic tanks had popped their lids and raw sewerage and flowed around and through the houses.
31. I relayed this information to our insurance company and they told me to pull up the carpets but to keep them for inspection so we placed them in the garage. They also said to clean up as much as we can and to take lots of photos and keep receipts of any expenditure so as they can see them.
32. We did this and we came back to the house on Thursday the 13th January 2011 and the house and garage was stinking from the carpets and I rang the insurance company and explained to them what was happening and they told me to throw the

Witness Signature [REDACTED]

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carpets away but to keep a sample of the carpet and underlay and to take photos. We did this as directed.

33. We were talking to our neighbours during this time and told me about their claim process with their insurance companies. We weren't too worried as it appeared we were all progressing at about the same rate.
34. No one came out to house in the 48 hour period as CGU advised we were the ones ringing them all the time.
35. We cleaned up the house and got electricians in to fix up the power. We had done a couple of loads to dump and then were later advised by the council that they would do a pick up for the area and we put other damaged items on the footpath for collection.
36. I recall that after reporting the damage to CGU I was ringing them almost every day wanting to know when they were going to send someone around to make the assessment. They kept telling me that due to the amount of claims they did not have enough assessor and we would have to wait.
37. I finally got a phone on the 10th February 2011 call from assessor's Cunningham and Lindsey advising that they would come out on the 17th February 2011.
38. On that date a person named Shannon WHITTER from that company came to the house and I recall she had come from Canada and had a strong accent.
39. WHITTER appeared to be helpful and took lots of photos and prior to leaving she advised to throw out the remaining damaged goods store in the sheds. I recall asking her about what was going to happen and she told us that we would have to wait for her report to the insurance company.
40. She did not give any indication about what was going to happen to the claim however we felt confident because she had told us to throw things away.
41. As she left WHITTER indicated that she had to come back to our street and make an assessment of the neighbour's property at number [REDACTED] Burpengary. I made comment that she should have arranged to assess the properties on the same day to avoid two trips.
42. I recall during this time speaking to other neighbours and most of them were getting approval from their insurance companies to rebuild.
43. After about a week or so we recall seeing WHITTER attend the neighbour's property for an inspection.
44. After seeing that I started ringing CGU to see what was happening with our claim and spoke with a person named Jackie BRIGGS a number of times. She kept telling me that she was still waiting for the assessor's report.

Witness Signature. [REDACTED]

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45. I also rang the assessor Cunningham and Lindsey and spoke with a person named Marce PAREZ about the report and when it would be sent to the insurance company.
46. I made numerous calls between these two companies trying to get them to communicate and then advise us of the outcome. This process took a few weeks.
47. After CGU finally acknowledged the assessors report Jackie BRIGGS told me that if they went on the report our claim would be denied and she has now put in a request for a hydrologist's report.
48. Eventually a hydrologist came out in mid to late March 2011 from Worley Parsons they made an inspection and took photos and later left.
49. We received a phone call from CGU advising that the claim was going to be denied and later received two letters dated the 5th and 6th April 2011 one indicating the claim has been denied and the other letter acknowledging a dispute had been lodged...

**I am able to produce a letter dated 5/4/2011
Tendered and marked exhibit no...**

**I am able to produce a letter dated 6/4/2011
Tendered and marked exhibit no...**

50. We then sent in a letter of dispute to CGU dated the 3rd of May 2011. I also contacted Legal Aide Office to ask what else I could do.

**I am able to produce that letter of dispute and supporting documents for our claim.
Tendered and marked exhibit no...**

51. Legal Aide took over our claim and has been acting for us ever since. The Legal Aide officer is Paul HOLMES.
52. We have been speaking with our neighbours whilst waiting for the dispute to be finalised and have been told by that their insurance companies have approved their claims on the basis of storm water inundation and are being compensated.
53. I have made a list of the neighbours, their insurance companies and the decision for approval being storm water. I also have a map indicating these properties.
54. I am aware that some of the neighbour's policies only cover storm water and not flood damage. These properties are marked with an apteryx
55. I would also point out that the neighbour listed on this document at number [REDACTED] Burpengary, insured with AAMI was approved for storm water damage and the assessor Shannon WHITTER from Cunningham and Lindsey

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was the same assessor used by CGU for our claim which has been denied on the grounds of flood.

56. I also point out that the neighbour at number [REDACTED] is insured with RACQ and they told me that RACQ had requested a hydrologist report which was done and they eventually approved their claim also as storm water.

57. This would be in contradiction to the hydrologist used by CGU.

58. These neighbours provided me with a letter from RACQ approving their claim on the grounds of flash flood and storm water run off.

**I am able to produce the letter from the RACQ from those neighbours.
Tendered and marked exhibit no...**

**I am able to produce the document I produced and the map of indicating the properties.
Tendered and marked exhibit no...**

59. We find it very hard to believe that CGU has rejected our claim when ten other neighbouring properties in our street have been approved by various other insurance companies on the grounds of storm water.

60. As can be seen in the map provided the houses affected by the storm water all have the easement adjacent or in their property.

61. I also obtained a map indicating that our property is 0.1 metres above 100 year flood level.

**I am able to produce that map
Tendered and marked exhibit number.....**

62. Legal Aide also lodged a complaint with the Insurance Ombudsman on our behalf.

63. At the current time we are waiting for both complaints to be dealt with.

64. I have also lodged submissions to the Flood Commission of Inquiry Queensland and have supplied this statement to the Commission.

65. I have found our dealings with CGU were not easy and it felt we had to battle every step of the way to get information from them.

Witness Signature
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[REDACTED]

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66. I also give consent for the Flood Commission of Inquiry Queensland to contact Paul HOLMES from Legal Aide and obtain information about our file from him and also consent for the Flood Commission of Inquiry Queensland to contact CGU about our claim.
67. The local Burpengary Meadows State Primary School was built about four years ago on the northern side of Rowley Road, Burpengary. The oval of the school is opposite the intersection of Rowley Road and Mathew Way Crescent Burpengary. Storm water has been channelled to that intersection and is supposed to travel through two relatively small drainage pipes that go under the road and lead into the creek.
68. I believe they are inadequate to take the storm water away properly. The local council have identified an issue with these storm water pipes and have allocated money for the upgrade of this drainage in their local budget. This is indicated in a news article I have supplied with this statement.

**I am able to produce a map indicating this issue.
Tendered and marked exhibit no...**


L R DOYLE

Justices Act 1886

I acknowledge by virtue of section 110A(5)(c)(ii) of the Justices Act 1886 that:

- (1) This written statement by me dated 9/9/2011 and contained in the pages numbered 1 to is true to the best of my knowledge and belief; and
- (2) I make this statement knowing that, if it were admitted as evidence, I may be liable to prosecution for stating in it anything that I know is false.

.....
September.....2011.....Signed atBrisbane.....this.....9th

Witness Signature..... Signature of officer
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RENEWAL SCHEDULE AND PREMIUM INSTALMENT ADVICE

Membersafe

CGU Centre 181 William Street
Melbourne VIC 3000
www.cgu.com.au

General Enquiries or Change of Details: 1800 079 908

24 Hour Claims: 1300 306 497



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B DOYLE
L DOYLE

BURPENGARY QLD 4505

Page 1 of 6

Date of this notice:

23/01/11

Policy Number:

Intermediary



First instalment due:

01/04/11

Instalment Amount:

\$122.92

This renewal expires at 4.00 p.m. on 04/03/12

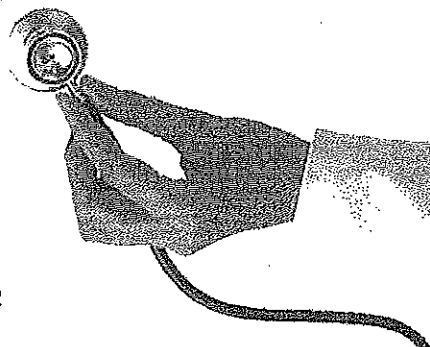
Keeping your insurance healthy - could you be ready for a check-up?

Once in a while we all need a check-up - even for our insurance policy.

Now that your insurance is due for renewal, it's important to check that it does cover all your essential needs. Is it still healthy? Are you accessing all the policy benefits and discounts offered? Or perhaps you would just like us to look at your other insurance needs?

Have a talk to one of our friendly staff who will help you choose the best 'preventative medicine' to keep your policy healthy and vital.

Call into your local CUA branch or give CUA Insurance Services a call on 133 282 for an obligation free quote.



Credit Union Australia Ltd ABN 44 087 650 959 AFSL No 238317 acts under its own Australian Financial Services Licence and under an agreement with the insurer, CGU Insurance Limited ABN 27 004 478 371 AFSL 238291. This document contains general information only and may not suit your circumstances. Before making decisions about insurance products you should consider the appropriateness of the information having regard to your circumstances and the Product Disclosure statement available from CUA by calling 133 282.

IXX INSURED COPY 09

Insurer: CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291.

WFS4918

**You have chosen to pay by instalment
and unless you tell us otherwise
we will continue to debit your
nominated account.**

**Details of your instalments are shown
overleaf.**

Policy Number:

Intermediary Details:

CREDIT UNION AUST-GENERAL
1312053

Total Amount Payable:

\$1,475.04

What You Need To Tell Us

Please note that a renewal of insurance is a new insurance contract.
You are required to disclose any matters that could affect your insurance cover.

**If you answer 'Yes' to any of the following questions, contact
our Customer Enquiries Centre 1800 079 908.**

1. Has any insurer refused or cancelled cover on any of your policies or required special terms to insure you?
2. Have you or any other person who receive insurance protection under the proposed policy been charged or convicted of any criminal offence in the past 12 months?
3. Are there any other material facts which should be disclosed? (Refer to What You Need To Tell Us in the policy booklet).

THE SUMMARY BELOW SHOWS THE INSTALMENT DETAILS FOR YOUR CONTRACT.

FIRST INSTALMENT	LAST INSTALMENT	NO. OF INSTALMENTS	INSTALMENT AMOUNT	TOTAL
1/04/11	1/03/12	12	\$122.92	\$1,475.04

**If you have replaced, upgraded or recently renewed your credit card please
advise us of the details.**



Details of your policy cover

This Schedule must be attached to and read as part of the Company's policy.

Policy Number:	[REDACTED]	Intermediary	
Insured:	B DOYLE L DOYLE [REDACTED] BURPENGARY 4505	CREDIT UNION AUST-GENERAL GPO BOX 100 BRISBANE 4001	
Policy Type:	Membersafe	Intermediary Number:	[REDACTED]
Period of Insurance:	From 04/03/11 To 04/03/12	Intermediary Phone:	133 282
Situation of Property Insured	[REDACTED] BURPENGARY 4505	Mortgagee/Interested Party	CUA

INTEREST/PROPERTY INSURED	SUM INSURED	PREMIUM
*** SEE IMPORTANT CHANGES ON THIS DOCUMENT ***		
LISTED EVENTS		
BUILDINGS	\$422100	\$730.78
INCLUDING REPLACEMENT BENEFIT		
MORTGAGEE AS ABOVE		
SITUATION AS ABOVE		
CONTENTS		
OTHER CONTENTS \$70400		
SPECIAL CONTENTS \$NIL		
TOTAL SUM INSURED FOR ALL CONTENTS	\$70400	\$332.55
EXCESS APPLICABLE TO ALL ABOVE \$100		
LIABILITY LIMIT - \$20000000		
"OTHER CONTENTS" INCLUDES "VALUABLE ITEMS" TO		
A TOTAL OF \$5000 OR 20% OF CONTENTS SUM INSURED		
(WHICHEVER IS THE GREATEST) WITH AN ITEM LIMIT		
OF \$2500		
VALUABLE ITEMS		
OTHER VALUABLE ITEMS - ITEM LIMIT \$2500 \$NIL		
SPECIAL VALUABLE ITEMS \$NIL		
TOTAL SUM INSURED FOR ALL VALUABLES	\$NIL	
PART A		
CARAVAN DETAILS 2003 FLIPPER CAMPER TRAILER	\$8550	\$165.66
REGISTRATION NO. 000TBA		
YEAR OF MANUFACTURE 2003		
THE ANNEXE 2003 FLIPPER ANNEXE-CANVAS	\$950	\$18.41
CONSTRUCTION :- CANVAS		
YEAR OF MANUFACTURE 2003		
TOTAL SUM INSURED PART A	\$9500	
STANDARD EXCESS APPLICABLE TO PART A \$50		
NO CLAIMS BONUS NIL		
PART B		
LIABILITY - (AMOUNT OF COVER \$30000000)		

TOTAL BASIC PREMIUM		\$1247.40
GOODS AND SERVICES TAX		\$124.75
STAMP DUTY		\$102.91
TOTAL		\$1475.06

Continued on following page

THE PREMIUM INCLUDES A DISCOUNT FOR :

* HAVING AN APPROVED SECURITY SYSTEM

WHAT YOU NEED TO TELL US

IF YOU ACCEPT OUR INVITATION, A NEW INSURANCE CONTRACT IS CREATED AND YOU ARE REQUIRED TO TELL US ANYTHING THAT YOU KNOW OR SHOULD KNOW COULD AFFECT OUR DECISION TO INSURE YOU.

IF YOU DO NOT TELL US THIS INFORMATION, WE CAN REDUCE THE AMOUNT OF A CLAIM, OR WE CAN CANCEL YOUR POLICY. IF YOUR FAILURE TO TELL US IS FRAUDULENT, WE CAN TREAT YOUR POLICY AS IF IT NEVER EXISTED.

IF YOU ANSWER "YES" TO ANY OF THE FOLLOWING QUESTIONS YOU MUST ADVISE US IN WRITING, PROVIDING FULL DETAILS.

IN THE LAST 12 MONTHS:

- (1) HAS ANY INSURER REFUSED, CANCELLED, OR IMPOSED AN EXCESS ON ANY OF YOUR POLICIES OR REQUIRED SPECIAL TERMS TO INSURE YOU?
- (2) HAVE YOU OR ANY OTHER PERSON WHO WOULD RECEIVE INSURANCE PROTECTION UNDER THE PROPOSED POLICY BEEN CHARGED OR CONVICTED OF ANY CRIMINAL OFFENCE?
- (3) HAVE THERE BEEN ANY CHANGES TO THE INSURED PROPERTY WHICH MIGHT INCREASE THE RISK OF LOSS OR DAMAGE?
- (4) ARE THERE ANY OTHER MATERIAL FACTS WHICH SHOULD BE DISCLOSED? (PLEASE REFER TO THE DUTY OF DISCLOSURE SECTION IN YOUR POLICY BOOKLET.)

Do you authorise us to send you marketing material such as special offers and discounts?

Please call us at the telephone number on the front page of the schedule if you do not want to receive this material.

IMPORTANT NOTICE - POLICY EXCESS

For each separate identifiable incident for which your policy provides cover any applicable excess will apply for each incident giving rise to a claim.

AS THIS IS A CONTRACT WHEREBY THE PREMIUM IS PAID BY INSTALMENTS YOUR ATTENTION IS DRAWN TO "YOUR PREMIUM" IN THE POLICY BOOKLET.

TO PROVIDE SOME PROTECTION AGAINST INCREASED COSTS, THE SUM INSURED ON BUILDINGS &/OR CONTENTS HAS BEEN INCREASED BY 5.0%.

YOU MAY SELECT DIFFERENT SUMS INSURED IF YOU WISH.

Cooling - Off Period

If you decide that you do not wish to continue with this policy, you have twenty-one days after the commencement of this insurance to request cancellation. We will provide you with a full refund of premium paid, provided you have not made a claim under the policy.

Your Renewal

In line with modern business practice, we do not automatically provide receipts for payment of renewals. If you require confirmation of your renewal, or you require a tax invoice, you can contact us.

Under the requirements of the Financial Services Reform Act 2001, we have prepared a Product Disclosure Statement (PDS) for this insurance. This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. If you would like a copy of the PDS, please contact us.

You can contact us:

By phoning the telephone number on the front page of the schedule, or
By writing to CGU Insurance Limited

GPO Box 4962 Melbourne 3001, or

By completing our e-Form or e-Mail at www.cgu.com.au

*If you have chosen to pay by direct debit or by credit card,
please keep this information for your records.*

Direct Debit Agreement

By Authorising the Direct Debit Request, you agree that we may arrange for Instalments in respect of the Policy to be paid from your nominated account or credit card under the terms of the Direct Debit Request and this Agreement. This Agreement is to be read in conjunction with the Policy and the Direct Debit Request.

1. WORDS THAT HAVE A SPECIAL MEANING IN THIS AGREEMENT

- 1.1 'Account' means the Financial Institution account or credit card account (as applicable) nominated by you in your Direct Debit Request.
- 1.2 'Authorisation' and 'Authorising' means your binding authorisation and includes your signature, your request by telephone or your request by any written or electronic method.
- 1.3 'Direct Debit Request' means the authority and request given by you to us to debit Instalments to your Account.
- 1.4 'Financial Institution' means the bank or financial institution or credit card issuer nominated by you in your Direct Debit Request.
- 1.5 'Instalment' means each premium instalment payable to us under the terms of the Policy on the dates identified in the Premium Instalment Advice.
- 1.6 'Intermediary Fees' means the fees payable by the insured to an insurance intermediary in respect of effecting the Policy or amending the Policy, as notified by the insurance intermediary to CGU.
- 1.7 'Policy' means the contract of insurance effected with us by you or any other person as nominated by you in the Direct Debit Request in respect of which CGU permits payment by direct debit or credit card and any renewal of that contract of insurance. It includes the Premium Instalment Advice in respect of each such contract.
- 1.8 'Premium Instalment Advice' means the most recent premium instalment advice(s) provided or to be provided by us to the insured under the Policy, which sets out details of the Instalments and Instalment due dates.
- 1.9 'you/your' means the person or persons making the direct debit request or credit card authorisation (as applicable) in the Direct Debit Request.
- 1.10 'we/us' means CGU Insurance Limited ABN 27 004 478 371.

2. OUR OBLIGATIONS TO YOU AND OUR RIGHTS:

- 2.1 We will send you a written or electronic copy of the Direct Debit Request arrangements (amount; frequency; commencement date) and obtain your Authorisation to the Direct Debit Request at least 7 calendar days prior to debiting any amount in accordance with the Direct Debit Request.
- 2.2 Subject to the terms of this Agreement, we will debit to the Account:
 - (a) Intermediary Fees (if applicable), on behalf of the licensee or authorised representative that you have arranged your insurance through, on or about the first Instalment date set out in the Premium Instalment Advice;
 - (b) the first Instalment on or about the first Instalment date set out in the Premium Instalment Advice
 - (c) any subsequent Instalments on or about the Instalment date identified in the Premium Instalment Advice.
 Subject to clause 2.4, we will not change the amount or frequency of Instalments for the Policy without your prior approval.
- 2.3 Where the due date for any Instalment falls on a non-business day, we will debit the Instalment on or about the next business day. If you are uncertain about when the Instalment will be debited to your Account, contact your Financial Institution.
- 2.4 Where any Instalment is dishonoured, or an additional amount is due as a result of an amendment to a Policy, you authorise us to debit to the Account:
 - (a) any outstanding amounts and the next Instalment on or about the next Instalment due date; or
 - (b) any outstanding amounts at any time.
- 2.5 We reserve the right to terminate this Agreement and the Direct Debit Request without notice to you if more than one Instalment is dishonoured. This means you must ensure premium payments are made by an alternative payment method offered by us. We may also be able to cancel the Policy.
- 2.6 If any Instalment is dishonoured, you authorise us to obtain reimbursement from you of any fees we incur by debiting these fees to your Account if and when they accrue.
- 2.7 If we are obliged to refund any amounts debited to the Account under the Direct Debit Request in respect of the Policy, we will (at our option) either:
 - (a) arrange for a refund to be payable to you within 31 days of the refund becoming payable; or
 - (b) reduce the amount of the next Instalment(s) by the amount of the refund (this reduction will continue until the amount is refunded in full).

- 2.8 We collect personal information from you for the purpose of providing you with direct debit or credit card payment facilities and related services. You can choose not to provide this information, however, we may not be able to debit the Account under your Direct Debit Request. We will keep all information you give to us relating to your Account private and confidential except to the extent we need to disclose it to relevant banks and financial institutions to debit your Account or in connection with a claim made against our bank relating to an alleged incorrect or wrongful debit. If you wish to update or access the information that we hold about you, contact us.
- 2.9 If you request a change to the Policy which affects the amount or frequency of the Instalments, we will provide you with 7 days written notice before the amount or frequency of the Instalments is varied.
- 2.10 Otherwise, we will provide you with 14 days written notice if any term of this Agreement varies during the term of the Direct Debit Request and will provide you with an updated version of this Agreement.

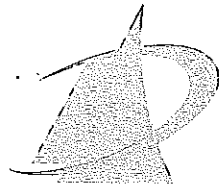
3. YOUR OBLIGATIONS TO US AND YOUR RIGHTS:

- 3.1 You must check your Account details against a recent statement from your Financial Institution. Direct debiting is not available on all accounts. If you are uncertain about your Account details or whether direct debiting is available from your account, check with your Financial Institution before selecting the option to pay by direct debit in the Direct Debit Request.
- 3.2 By Authorising the Direct Debit Request, you agree to be bound by the terms of this Agreement and the Direct Debit Request.
- 3.3 You must ensure that immediately before any Instalment or other amount is due to be debited you have sufficient funds or credit available in respect of your Account to meet your Instalment obligations under this Agreement and any other amounts on the due date.
- 3.4 If your Account has more than one signatory, you must ensure that all necessary signatories Authorise the Direct Debit Request. It is your responsibility to ensure that the authorisation given to debit the nominated Account is identical to the Account signing instruction held by the Financial Institution where the Account is based.
- 3.5 You must advise us if your Account is transferred, closed, cancelled or expires.
- 3.6 You may alter the debiting of an Instalment, stop payment of an Instalment or terminate the Direct Debit Request at any time by giving written notice to us at least 14 days prior to the due date of the next Instalment or by contacting your Financial Institution. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Direct Debit Request. If we agree to vary the frequency of the Instalments, we will issue you with an updated Premium Instalment Advice. If alternative payment arrangements are not made with us, we can cancel a Policy without notice to you.

4. INQUIRIES AND DISPUTES

If you have any concerns or queries regarding the timing of credit card payments, a proposed variation to the amount or frequency of Instalments or any amount debited, you should contact us on 13 15 32. If you have a query about the timing of other payments or wish to dispute a debit, contact your Financial Institution.

CGU Insurance Limited ABN 27 004 478 371.



19 February 2003

Mr and Mrs BA Doyle

Our Ref: TP20026031
Your Ref:
Contact: Tracy Pratt
Direct Line:
Email:

Dear Mr and Mrs Doyle

PURCHASE FROM BOUCHER **[REDACTED] BURPENGARY**

DIVISIONS

- Personal Injury Division
- Property & Business
- Wills & Estates
- Family Law
- Migration Law

We refer to previous correspondence in the above matter and now enclose copy easement document for your reference.

The easement has not been disclosed on the contract, and has only been revealed following our search of the title.

The vendor should have notified you regarding same, however, you now have a right to terminate, if the easement has the effect that you have not **substantially** purchased what you originally contracted to purchase. Please note the easement gives Council certain rights.

Please note also, that if you sell this property, you must disclose the easement on any future contracts.

Should you have any queries, please do not hesitate to contact the writer.

Yours faithfully

TRILBY MISSE LAWYERS

STRATHPINE

401 Gympie Road
Strathpine Qld 4500
P.O. Box 50
Strathpine Qld 4500
Ph: (07) 3205 1811
Fax: (07) 3881 1249

REDCLIFFE

(07) 3883 8888

BRISBANE

(07) 3211 9666

GOLD COAST

(07) 5503 1533



CGU Insurance

GPO Box 9902
BRISBANE QLD 4001

ABN 2704 478 371

Tel: 1300 882 788
Fax: 07 3135 1413

5th April 2011

MR & MRS DOYLE
[REDACTED]

Dear Mr and Mrs Doyle,

Your Claim Number: [REDACTED]
Your Policy Number: [REDACTED]
Situation Address: [REDACTED]

I am writing to you in relation to a claim you made for damage to your property on or about the 11th January 2011.

As requested I have reviewed your claim and after careful consideration of the information provided, I concur with the original decision to decline the claim for the following reasons;

Summary of the decision

The circumstances of the claim

We received an email of correspondence on the 4th April 2011 requesting reconsideration of your claim.

Your policy coverage relating to the claim

Your CGU policy covers inundation by storm water but does not provide insurance coverage for losses caused by flood. Flood is clearly defined in your policy, for details you can refer to the glossary of your CGU home policy.

The information we have considered in making this decision

CGU reviews each claim on its individual merits and we do not deny claims lightly. We have carefully reviewed your claim; water has escaped from Burpengary Creek via storm drains. Where water has escaped a water course By backing up through storm water drains to find an equal level to the river, this is also considered to fall within the definition of Flood under the CGU Policy.

Furthermore, rising storm waters that can not drain into a watercourse because the watercourse is already in flood is also considered flood water



The source of the inundation is from the Burpengary Creek. I refer to your definition of flood under your CGU policy:

Flood:

The covering of normal dry land by water escaping or released from the confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.

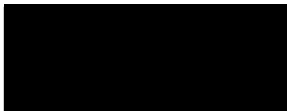
Flood water that mixes with storm water run off that inundates your property is viewed as damage from floodwater.

Based on your advice and information available to us, we conclude that the loss for which you have claimed was caused by flood. As a result we are not in a position to pay your claim.

If you disagree with this decision, please contact me and I will refer your claim to the CGU Dispute Resolution team. The Dispute Resolution team will independently review your claim and provide a decision within 15 business days of receiving your request and all relevant information.

Enclosed is a brochure that will provide you with further information about the dispute resolution process. Please do not hesitate to contact me on [REDACTED] If you wish to discuss this matter or require any further information.

Yours Sincerely,



Lauren Marrion
Team Manager
CGU Claims



6th April 2011

CGU Insurance

GPO Box 9902
BRISBANE QLD 4001

ABN 2704 478 371

Tel: 07 3135 1972
Fax: 07 3135 1413

Mr B & Mrs L Doyle

Dear Mr B & Mrs L Doyle,

Your Claim Number:
Your Policy Number:

I am writing to you in relation to a claim you made for damage to your property on or about 11th January 2011.

Your CGU policy covers inundation by storm water but does not provide insurance coverage for losses caused by flood. Flood is clearly defined in your policy, for details you can refer to page 62 of your Listed Events policy.

CGU reviews each claim on its individual merits and we do not deny claims lightly. We have carefully reviewed your claim and based on your advice and information available to us, we conclude that the loss for which you have claimed was caused by flood. As a result we are not in a position to pay your claim.

If you disagree with this decision, please contact our office and we will refer your claim to the CGU Dispute Resolution team. The Dispute Resolution team will independently review your claim and provide a decision within 15 business days of receiving your request and all relevant information.

Enclosed is a brochure that will provide you with further information about the dispute resolution process. Please do not hesitate to contact our office on [REDACTED] if you wish to discuss this matter or require any further information.

Yours sincerely

Jackie Briggs
Home Claims Consultant
CGU Claims

Brett & Lynn Doyle

3 May 2011

Lauren Marrion
Team Manager
CGU Claims
GPO Box 9902
BRISBANE Q 4001

Claim #

Claim #

Dear Lauren

We Brett and Lynn Doyle of property [REDACTED] Burpengary Q 4503 would like to dispute the recent decision by CGU to decline our claim for damages.

Although we live close to the Burpengary Creek, the source of flooding to our property on the 11 January 2011 did not come from the creek but from storm water.

Please see attached report, photographs and appendix to support our claim.

[REDACTED]
Brett Doyle

[REDACTED]
Lynn Doyle

ISSUE:

Claim number [REDACTED] which was situated at dwelling [REDACTED] Burpengary, Queensland.

BACKGROUND:

On Tuesday, 11th of January 2011 the above mentioned premises sustained various levels of water damage as a result of a previously documented rain cell (see attached hydrologist report).

On the 5th of April 2011 upon receipt of a letter that can only be described as a letter of decline from CGU in reference to policy number [REDACTED] I wish for this to be reviewed by the complaints branch of CGU. I base this on the following details.

COMMENT:

'The cause of Inundation' as documented on page 9 of the hydrologist report outlines that 'due to the limited extent of river gauge data available, it's not possible to interpolate the level of Burpengary Creek from recorded gauge data in the vicinity of the property'. Despite this statement the report then elaborates that the only way this could be inferred is via physical signs such as debris levels on fences etc.

I would like to bring appendix 1, which is a photograph on the mentioned day. This is a photograph of the road which is known as Mathew Crescent, which has been taken from the Northern side of the mentioned road. Burpengary Creek is situated about 310 meters behind the premises on the southern side. As it is clearly outlined in this photograph there is water over the road, (which we claim is storm water), as if the Burpengary Creek had broken its banks water would be running down the driveway of the premises which is situated on the Southern side of the photograph (which it is clearly not).

In addition I would like to bring you to the letter that is dated the 5th of April 2011, on page two paragraph two. In this letter it outlines the definition of FLOOD, as documented in your PDS. When we made an informed decision in taking out insurance with your organisation I read and made this informed decision based off your PDS, as documented in this letter. However in paragraph three, you make the following statement; Flood water that mixes with storm water runoff that inundates your property is viewed as damage from floodwater'.

This additional statement is the first time I have read, or discussed this as an independent issue. Would your organisation be able to bring us to the part of the PDS that this statement is documented? As had this been the case it would have completely changed our view on taking out insurance with your organisation, due to the obvious complex nature of the two issues.

I believe that this is completely different as the definition of Flood water is "the covering of normally dry land by water escaping from the normal confines of a watercourse or lake, flood also includes water escaping from the confines of any reservoir, channel, canal or dam and the definition of Storm water is not defined in your PDS but the general view taken by the general insurance industry is that flooding of a property by rain water would normally be regarded as storm damage. As a result I would like an explanation by CGU in relation to how they can deem these separate legal definitions and incorporate it into one. Deeming that if the two mixes it's deemed to be flood water, my submission is that if you deem it to be flood water why couldn't it be deemed as storm water?

Why is your hydrologist bench marking the Brisbane River and Bremer River throughout the report when these two river systems do not impact in any way on the flood affectation in the Moreton Bay Shire?

Neighbouring hydrologist reports are in conflict with CGU hydrology report. Eleven properties were affected on the 11 January 2011 and all properties have been approved for flash flooding due to storm water by various insurance companies. Please refer to Appendix 3. CGU's hydrologist report is the only one that said the source of flooding is from Burpengary Creek.

COMMENT:

Forwarded for submission and review.

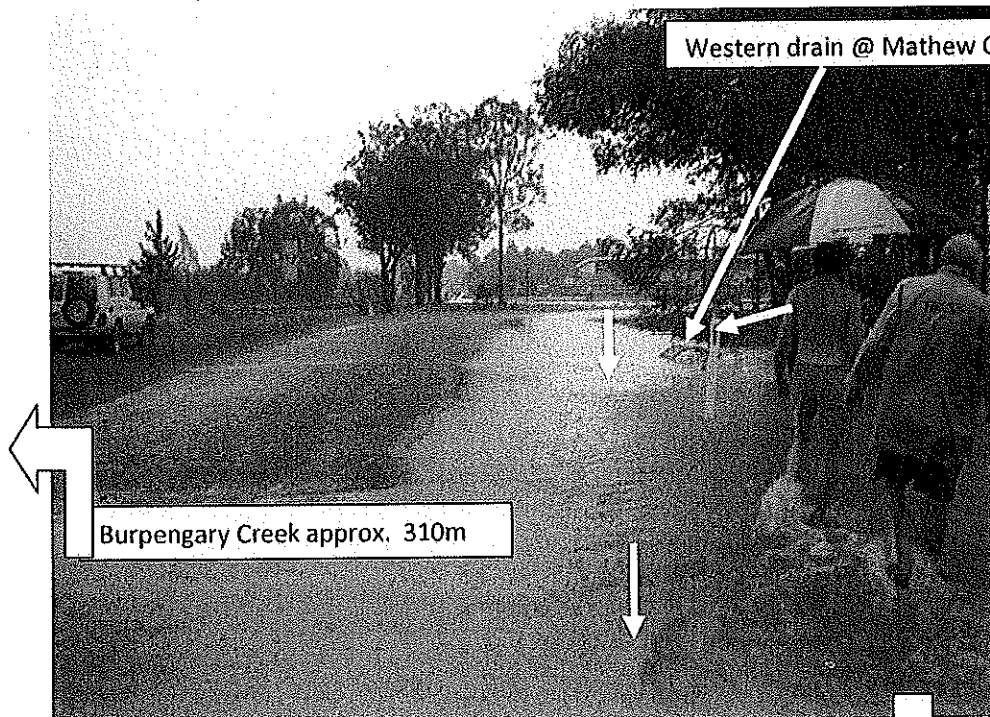
Lynn and Brett Doyle

Mathew Crescent, Burpengary on Tuesday, 11 January 2011

Burpengary Creek is situated about 310m behind these properties and as you can see by this photo water did not come from the creek. All properties backing onto the creek did not flood on 11 January 2011.



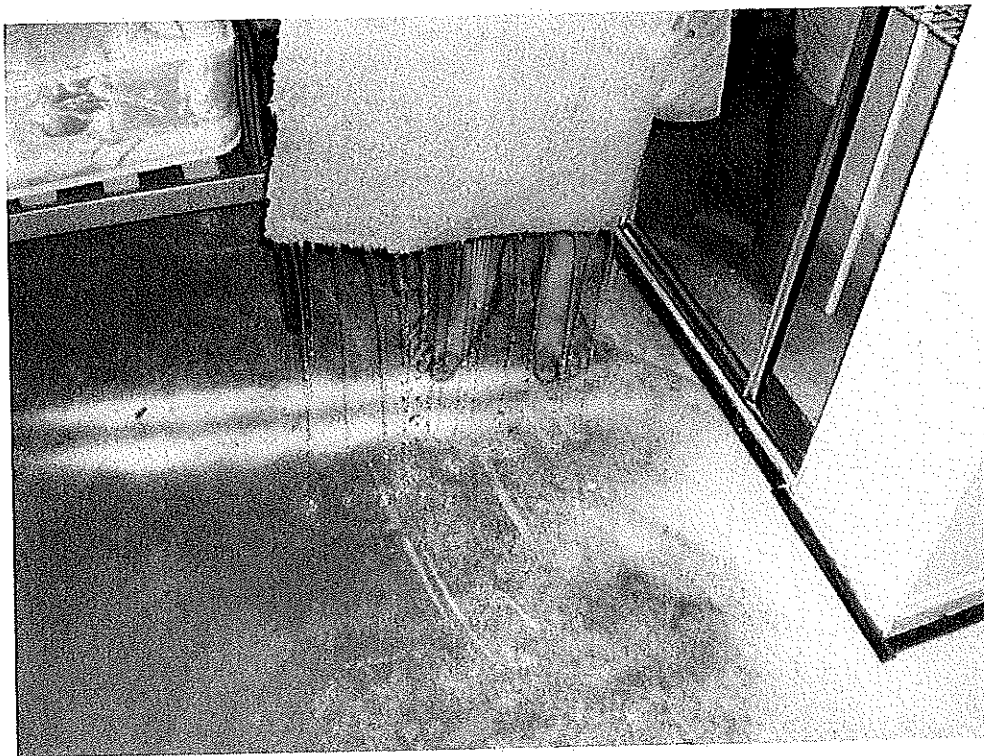
Western drain @ Mathew Crescent



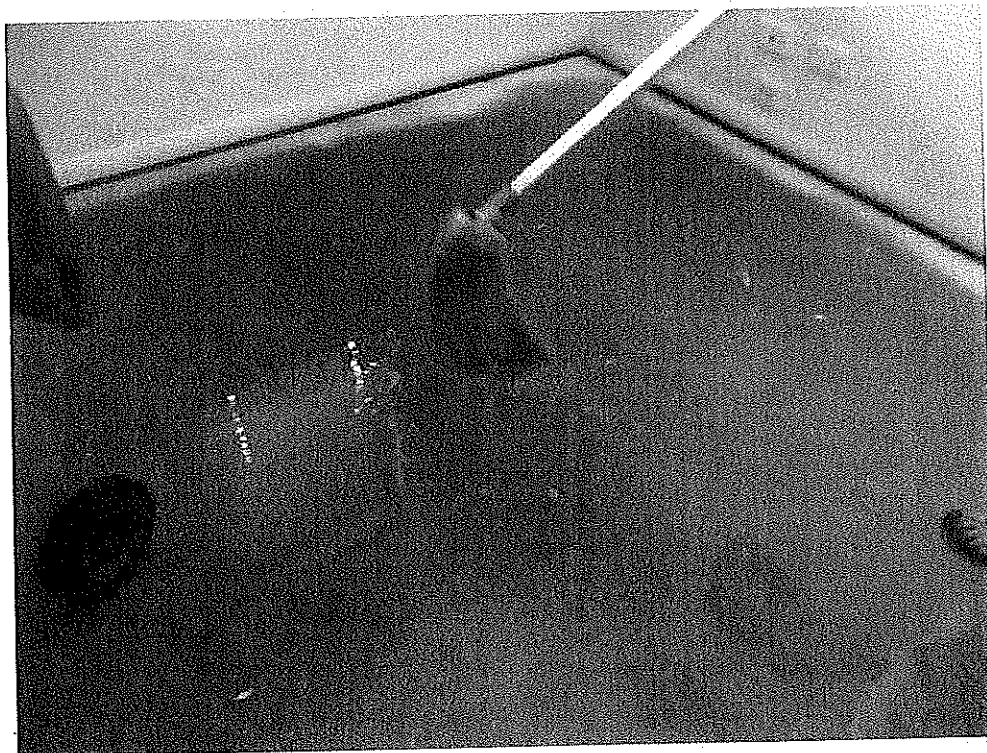
Burpengary Creek approx. 310m

Arrows indicating direction of the flow of storm water on Tuesday, 11 January 2011

Our property located approx. 250m



These 2 photo's shows that the water that entered our home on the 11 January 2011 was clean storm water and not muddy creek water from Burpengary Creek.





More photos of inside our home showing that clean storm water entered our property and not muddy creek water.

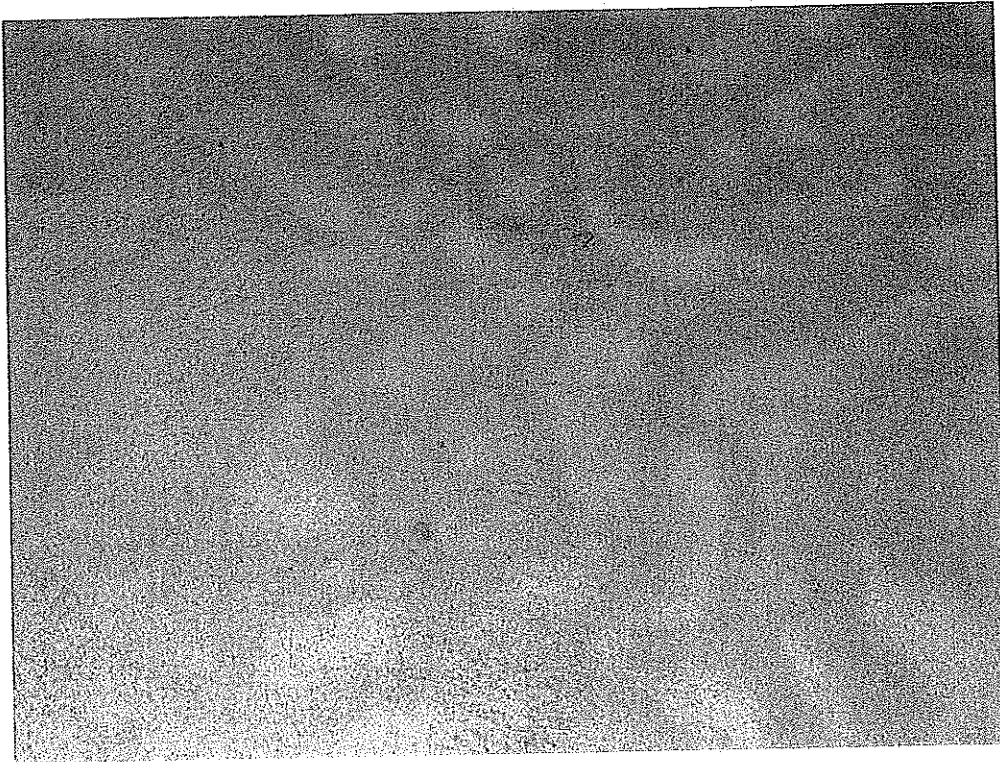


Photo of wet carpet

Brett & Lynn Doyle

Burpengary Q 4505

Flood Date: 11 January 2011

CGU

Claim #

Home

CGU

Claim #

Content

Size

Cost

Contents

Furniture:

3 Draw Bedside Table

Amart Furniture

100x100x151

\$100

Corner Desk

Ikea

105x50

\$200

Student Desk

Ikea

105x50

\$100

2 Draw Bedside Table

Amart Furniture

\$50

3 Shelf Bookcase

Office works

\$200

Foam Mattress

Clark Rubber

Double

\$200

2 x Foam Mattress

Amart Furniture

Single

\$200

Timber Bed + Trundle

Amart Furniture

King Single

\$900

Office Desk

Amart Furniture

800x1650x750

\$300

Modular Lounge + Chaise

Ven Jensen

3 Seater + Chaise

\$1,600

4 Kitchen Bar Stools

Amart Furniture

Chrome with gas lift base

\$400

\$4,350

[illegible]

Item Description	Brand	Size	Cost
Miscellaneous:			
Nature's Touch Quilt	Pillow Talk	King	\$180
Nature's Touch Quilt	Pillow Talk	Queen	\$150
Kids Car Track Matt	Rugs A Million	100 x 200	\$80
Toy Room Mat	Rugs A Million	230 x 330	\$650
Lounge Room Mat	Deco Rugs	160 x 230	\$400
Booster Seat	Safe n Sound Maxi Rider AHR		\$450
4 Burner BBQ	Beefeater Cordonblu		\$600
4 x Motorbike Helmets	Grudge		\$400
Shoes	Variety		\$600
Food in Fridge & Freezers	Variety		\$1,000
Clothes	Variety		\$1,000
2 Bean Bags	Knart	Large	\$100
			\$5,610
Tools:			
Electric Drill	Matebo SBE660		\$280
Grinder	Makita #9077	9 inch	\$500
Grinder	Ryobi	4 inch	\$100
Generators			\$600
Air Compressor	Puma Industrial	2 cylinder	\$665
Cordless Drill	Matebo BSP12PLUS		\$480
ARB Rattle Gun	Chantia	12 volt	\$100
Ride-on Mower	John Deer		\$4,000
Push Mower	Knart - Gardener's Choice		\$400
Push Mower	Victa 4 stroke		\$555
Whippersnipper	Makita		\$300
Whippersnipper	Stihl		\$300
Generator	Honda	2kva	\$2,200
			\$10,480

Item Description	Brand	Size	Cost
Building			
Carpets to all bedrooms & toy room	Quoted approx.		\$9,500
Skirting boards to be replaced			
4 Internal doors	slightly warped		
Internal door at garage	Damaged		
Internal walls to be cut & decontaminated			\$6,800
Internal walls to be painted			\$10,000
Kitchen			
Pool Pump	Onga Pump PPP-1100		\$870
Kreepy Crawlly	Barracuda		\$600
Pool Filters			\$220
Chemicals to pool			
Concrete surrounding pool area	Has lifted and cracked		
Water tank pump			
Aspley Earthmoving	Repairs to driveway		\$800
Aspley Earthmoving	Quote for road base washed away in driveway		\$2,500
Electropower Pty Ltd	Invoice attached		\$730
Washing machine in laundry			\$32,020
Fridge & Dishwasher in Kitchen	Contaminated but still working okay		
5 Seater leather lounge	Contaminated but still working okay		
TV Unit			
Coffee Table			
2 Lamp Tables			
Queen size timber bed	contaminated - hopefully these items		
2 Single Beds	will clean up okay		
Single Racing Car Bed			

Properties Flooded on Tuesday, 11 January 2011

Mathew Crescent & Annette Court

Burpengary

These properties listed below were all inundated with storm water on
Tuesday, 11 January 2011:

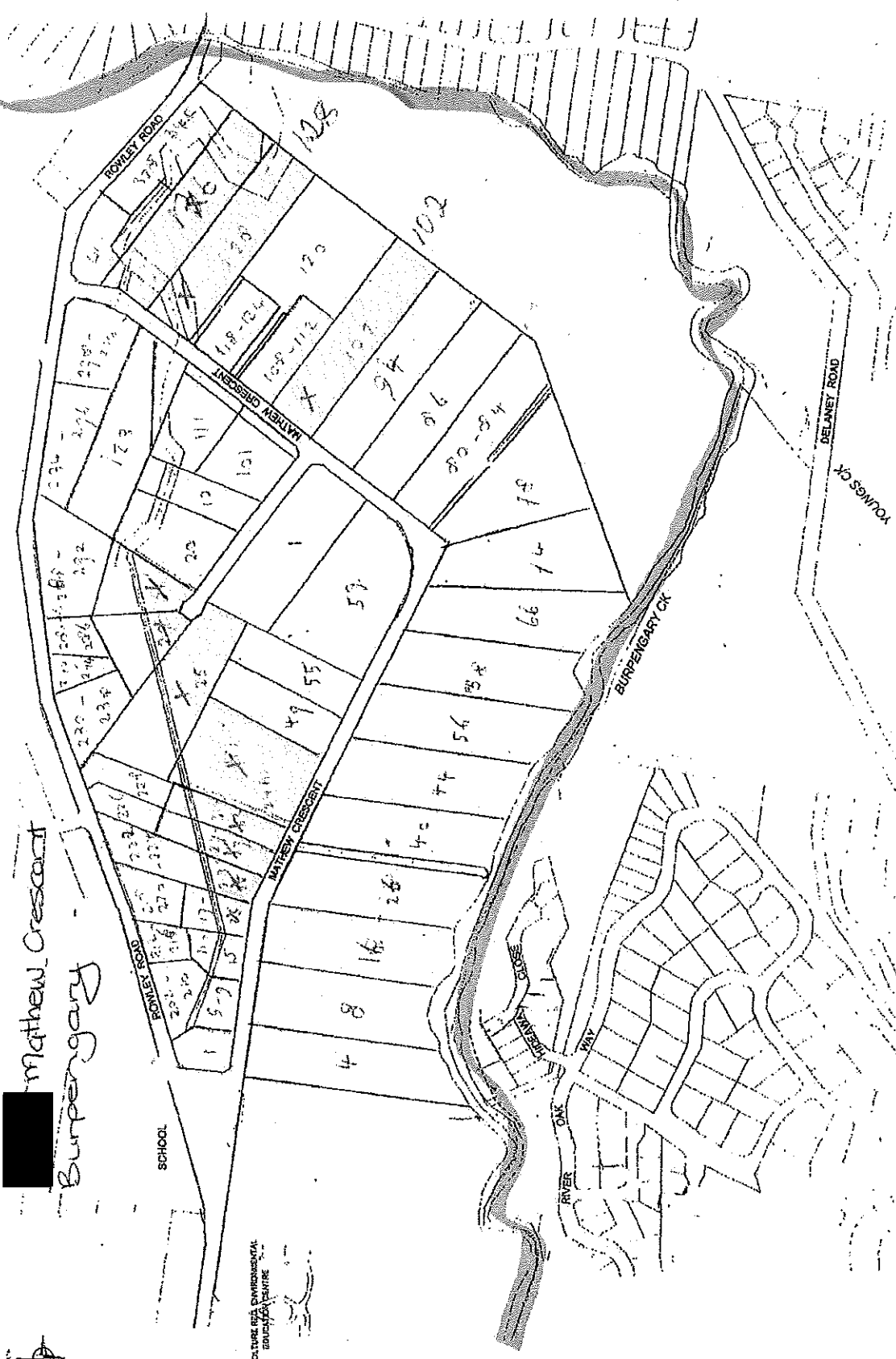
Property	Insurance Company	Decision
Mathew Crescent	AAMI	Approved – Storm Water
Mathew Crescent	CGU	DECLINED – BURPENGARY CREEK
Mathew Crescent	NRMA	Approved – Storm Water
Mathew Crescent	NRMA	Approved – Storm Water
Mathew Crescent	Vacant rental	
Mathew Crescent	RACQ	Approved – Storm Water
Mathew Crescent	Suncorp	Approved – Storm Water
Mathew Crescent	HBA	Approved – Storm Water
Mathew Crescent	Suncorp	Approved – Storm Water
Annette Court	Suncorp	Approved – Storm Water
Annette Court	NRMA	Approved – Storm Water
Annette Court	Suncorp	Approved – Storm Water

Mathew Crescent
Burpengary



SCHOOL

CADASTRE REA ENVIRONMENTAL
EDUCATION CENTRE



0 SCALE 250 M

Properties Flooded on Tuesday, 11 January 2011

Mathew Crescent & Annette Court

Burpengary

These properties listed below were all inundated with storm water on

Tuesday, 11 January 2011:

Property	Insurance Company	Decision
Mathew Crescent *	AAMI	Approved – Storm Water
Mathew Crescent	CGU	DECLINED – BURPENGARY CREEK
Mathew Crescent	NRMA	Approved – Storm Water
Mathew Crescent	NRMA	Approved – Storm Water
Mathew Crescent	Vacant rental	
Mathew Crescent *	RACQ	Approved – Storm Water
Mathew Crescent	Suncorp	Approved – Storm Water
Mathew Crescent	HBA	Approved – Storm Water
Mathew Crescent	Suncorp	Approved – Storm Water
Annette Court	Suncorp	Approved – Storm Water
Annette Court *	NRMA	Approved – Storm Water
Annette Court	Suncorp	Approved – Storm Water

* Indicates these neighbours have indicated that their policy does not cover "flood" and was approved for storm water inundation.

THREAT REDUCTION



Council reveals plans to help better protect Burpengary residents from major flooding.
FULL REPORT BELOW

FLOOD SUPPORT

The Regional Community Association Moreton Bay expect to this month start providing a counselling and support service for those who have been affected by floods in Caboolture. For details, phone 3480 8700 or email recovery@rcamb.com.au.

Levees to reduce threat of flooding

FUNDS ALLOCATED: WORKS PLANNED FOR BURPENGARY AREA HIT IN JANUARY FLOODS

GLENN ROBERTS
robertsg@qst.newsltd.com.au

A \$600,000 program of works is planned to reduce the threat of inundation to an area of Burpengary hard hit during January's floods.

The Moreton Bay Regional Council plan includes the construction of two levee banks and installation of one-way valves on drains in the, Mathew Cres area.

Cr Adrian Raedel (Division 12) said the exact location and length of the levees would be decided after the council had consulted with local landowners.

However, initial plans are for one on the northern side of Burpengary Creek and one on the southern side.

Cr Raedel said the council's

flood modelling showed the measures should mean that, in a one-in-100-year flood, residents "shouldn't get too much" water flooding on to their properties.

He said the water that flooded houses in the street on January 11 was from stormwater inundation rather than creek flooding.

He said \$300,000 had already been allocated but the council was yet to consider the case for the extra \$300,000 in funding.

"I'm fairly confident we'll get the funding," he said.

Mathew Cres resident Sondra Adams said she was impressed that the council had asked for residents to check the council's flood data for their properties to ensure its accuracy.

Lifeline st



PYJAMA PARTY: Maggie Mcka

JESSICA TAYLOR
taylorje@qst.newsltd.com.au

STAFF at Lifeline Caboolture's Counselling Centre will be going to work in their pyjamas today to take part in Stress Down Day 2011.

Not only will staff get to dress in their flannelette and slippers, they will also take

Politicians petition to rest

SURVEY PLAN

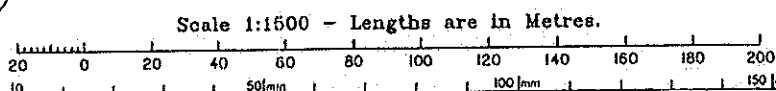
Sheet 1 of 1

LINE	BEARING	DISTANCE
2-3	359°59'	20.0
6-1	183°27'30"	20.28
10-14	333°18'20"	20.131
15-16	6°08'40"	15.807

STN	TO	ORIGIN	BEARING	DIST
2	OIP (0.3 deep)	RP170158	47°08'	1.269
4	Spike		182°11'	0.56
5	OIP Cone		175°54'	1.0
8	Sc in Kb	RP194425	312°42'	4.39
9	OIP	RP170158	33°09'	1.0
10	OIP		89°04'	2.563
11	Sc in Chnl		48°40'40"	14.822
12	OIP (Not Id)	RP170158		
12	0.4 deep		301°52'25"	22.483
12	Sc in Footpath		334°42'30"	1.32
13	OIP	SP123681	159°05'30"	0.634
14	OIP Cone	RP222601	64°10'	2.641
15	O.Sc in Kb	SP114666	243°38'05"	1.95
16	Sc in Kb		80°54'	1.0
17	Spike			

Reg placed at all new corners, unless otherwise stated.

PM	ORIGIN	BEARING	DIST	NO
1-OPM	RP173605	109°0'	31.0	36480
13-OPM	SP125670	260°51'20"	65.665	123466



I, James Norman COX (Licensed Surveyor) hereby certify that I have surveyed the land comprised in this plan personally, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 4/03/2002

Date 12/3/2002

Licensed Surveyor

Plan of Lots 3 & 4

Cancelling Lots 2 & 4 on RP194425

PARISH: BURPENGARY COUNTY: Stanley

Meridion: RP194425

F/N's: No

Scale: 1:1500
Format: STANDARD

SP149416

Plan Status:

RACQ Insurance Ltd
50 009 704 152
2649 Logan Rd, Eight Mile Plains, QLD 4113
PO Box 3004, Logan City, QLD 4114
Telephone 137 202 Facsimile (07) 3031 2750

5 August 2011

Mr B Rubie & Miss A Lewis
[REDACTED]

Dear Mr Rubie & Miss Lewis,

Household Insurance

Policy Number: [REDACTED]

Claim Number: [REDACTED]

We are pleased to advise you that we are ready to partially settle your claim.

We have now completed hydrological and other investigations relating to your claim. It has been determined that the damage at your property has been caused by flash flooding / stormwater run-off.

We refer to your Household Insurance Policy Product Disclosure Statement(s) which state in part:

Your home

The most we will pay for your home claims

***Flash flood and
stormwater run-off***

*We will pay up to 50% of your home
sum insured or \$25,000, whichever is
higher.*

Your contents

The most we will pay for your contents claims

***Flash flood and
stormwater run-off***

*We will pay up to 50% of your contents
sum insured or \$25,000, whichever is
higher, but not exceeding your contents
sum insured.*

Based on this information, your settlement has been calculated as follows:

<i>Stream SOW Repairs</i>	\$ 65,449.52
<i>Replacement Air Conditioners</i>	\$ 5,934.30
<i>Fence Repairs</i>	\$ 5,026.30
<i>Concrete Slabs Repairs</i>	\$ 7,300.00
Total	\$ 83,710.12

Payment as indicated above will be forwarded to you shortly and once accepted represents full and final settlement of your claim. As agreed, payment will be made by EFT.

We refer your attention to page 18, which state in part:

Damage caused by weather...

What is covered	What is not covered
Flash flood and stormwater run-off A sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run-off	Loss or damage caused: ×by flood; ×to swimming pools or spas and their covers, liners and the like; ×to the water in swimming pools or spas; ×by water being absorbed through floors, external and internal walls of your home (including rising damp) and any subsequent loss or damage to contents including carpets; ×by hydrostatic pressure building up below or behind any part of your home or structure including a swimming pool, spa or tank; ×to garden borders, paths, driveways, paving, free standing or retaining walls (whether or not part of the home), tennis courts and other playing surfaces;

Due to the above policy exclusions, it is on this basis that we must advise that the portion of your claim for damage to the swimming pool is not one for acceptance.

If you feel that the settlement of your claim was not complete or accurate, you can request a review of your claim by contacting us.

RACQ Insurance subscribes to the General Insurance Code of Practice. If you have a claim which is caused by a catastrophic event and we finalise your claim within 1 month of the date of loss or damage, the General Insurance Code of Practice requires that we advise you of our complaints handling procedures when we finalise your claim.

In accordance with this requirement, please find enclosed a copy of our Customer Information Sheet, which outlines our complaint handling process. This entire process is at no cost to you.

If you have any queries please do not hesitate to contact me on 137 202.

Sincerely,

John
Customer Service Officer

5M

Matthew Crescent
Burpengary



SCHOOL

CARBOOTURE B&A ENVIRONMENTAL
EDUCATION CENTRE

ROWLEY ROAD

MATTHEW CRESCENT

MATTHEW CRESCENT

DOSE
WAY

RYVER
OAK
WAY

BURPENGARY CK

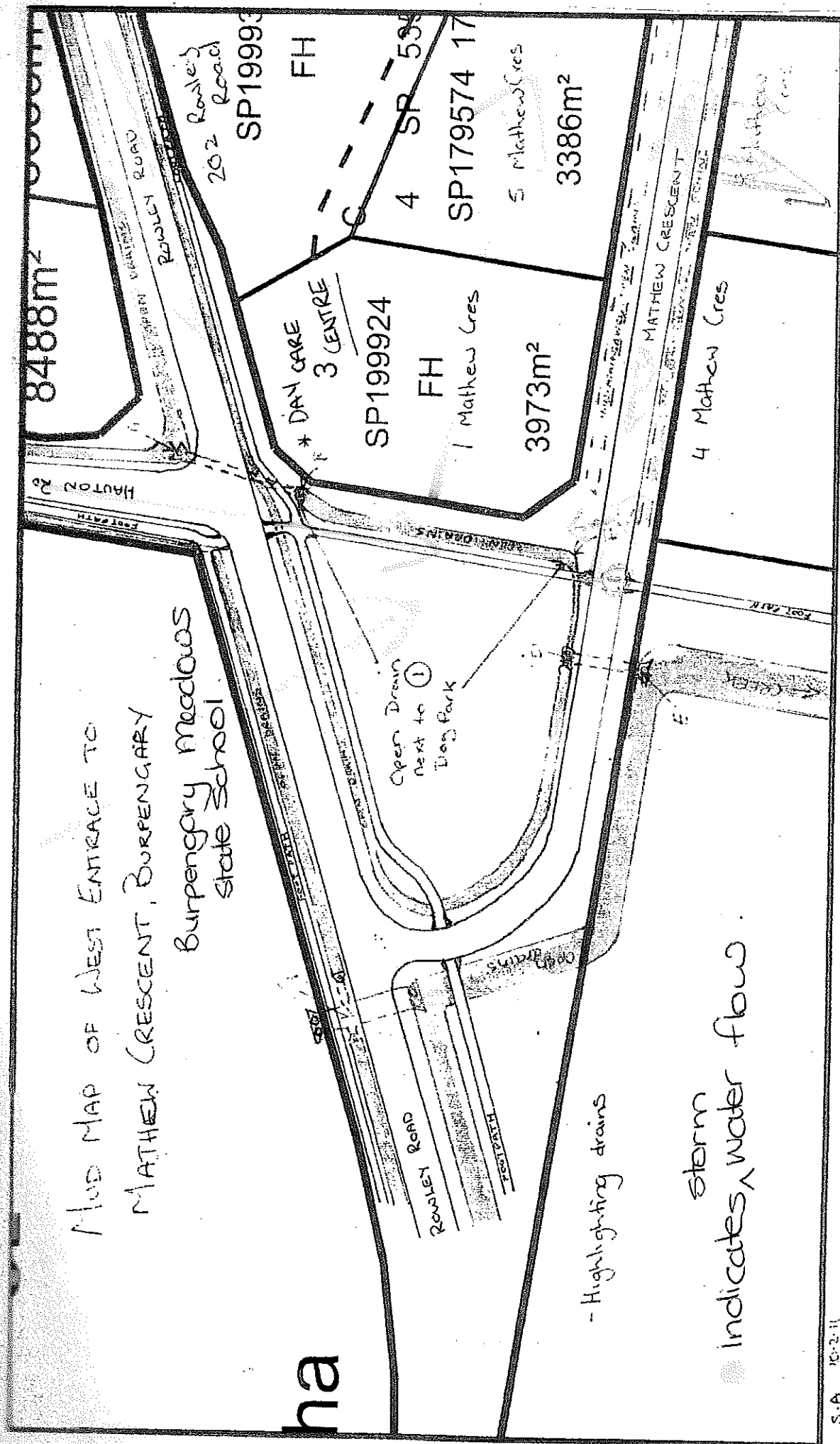
DELANEY ROAD

YOUNGS CK

0 SCALE 250 M

X These are the properties that were inundated
with storm water run-off on Tuesday 11/11

PLUD MAP OF WEST ENTRANCE TO
MATHIEW CRESCENT, BURPENGARY
Burpengary Meadows
State School.



S.A. 10-2-11