

Statement of James Higgins in relation to Julian Chambers

QFCI

Date:

18/10/11

dm

Exhibit Number:

843

**STATEMENT OF JAMES JOSEPH HIGGINS IN RESPONSE TO REQUIREMENT
TO PROVIDE INFORMATION ISSUED TO SUNCORP INSURANCE DATED
30 SEPTEMBER 2011**

JAMES JOSEPH HIGGINS, c/- Suncorp, Level 31, 266 George Street, Brisbane, states on oath:

1. I am the Executive Manager, Queensland Event Recovery for Suncorp Personal Insurance, a division of the Suncorp Group.
2. I have authority on behalf of Australian Associated Motor Insurers Limited (AAMI) to respond to the Requirement to Provide Information issued by the Commission of Inquiry dated 30 September 2011 and addressed to the Suncorp Group.
3. This response relates to information received by the Queensland Flood Commission of Inquiry from Mr Julian Chambers in relation to a AAMI Home and Contents insurance policy.
4. AAMI's records show that AAMI issued a Home Building Insurance Policy and Contents Insurance Policy (the policy) to Mrs Rebecca Chambers and Mr Julian Chambers (the customer) for the period 5 June 2010 to 5 June 2011 under policy number [REDACTED] on their property at [REDACTED] South Queensborough Parade, Karalee 4306 (the property).
5. The property was insured as follows:
 - a. Complete Replacement Cost (CRC) for building;
 - b. \$1,000.00 for locating water leaks;
 - c. \$1,000.00 for damage to garden beds, trees, shrubs and other plants
 - d. \$64,850.00 for general contents;
 - e. \$9,500.00 for limited cover specified items; and
 - f. \$1,000.00 extra cover for unspecified portable valuables.
6. The following excesses applied to the policy:
 - a. \$400.00 building excess (total flexi-premium excess plus standard); and
 - b. \$400.00 contents excess (total flexi-premium excess plus standard);
 - c. \$100.00 standard excess; and
 - d. \$1,000.00 unoccupied excess (if applicable).
7. Mr Chambers has given information to the Commission which is set out in points 1 to 5

of the Commission's letter directed to me dated 30 September 2011.

Question 1: In respect of the above information, please set out anything with which AAMI disagrees, and the reasons why.

8. The following table summarises the communications between AAMI and Mr Chambers in relation to the progress of his claim.

Date	Mode of Communication	Communication details
12/1/2011	Telephone	Mrs Chambers called reporting her house had been flooded on 11/1/2011
13/1/2011	Telephone	Mrs Chambers called to advise they had not been able to access their flooded home and required assistance with temporary accommodation
13/1/2011	Telephone	Called customer to advise that the only temporary accommodation is at the Gold Coast. They are at a friend's house, customer to call back when able to leave Ipswich
14/1/2011	Telephone	Mrs Chambers called advising area has been opened up and she would like emergency accommodation
14/1/2011	Telephone	Attempted to call customer, no answer, message left
14/1/2011	Telephone	Mrs Chambers called and was advised AAMI is unable to provide any temporary accommodation until her claim has been assessed and that assessor is being arranged as a priority
17/1/2011	Telephone	Attempted to call customer, left message to call back
17/1/2011	Telephone	Called Mrs Chambers and advised of claim details and that assessment has been booked
20/1/2011	Telephone	Mrs Chambers called and confirmed assessment
17/2/2011 (claim assigned to event team)	Telephone	Mrs Chambers called requesting update of claim and she confirmed that assessment had occurred three weeks previously. Mrs Chambers was advised assessment report not yet received and that hydrology report also required prior to claim decision being made
25/2/2011	Telephone	Mrs Chambers called and was advised the assessment report has not been received, hydrology report will be provided for review [when obtained] and if not satisfied with findings there is

		an avenue for appeal
4/3/2011	Telephone	Mr Chambers called seeking update, was advised assessment report received, still waiting for hydrology report
12/3/2011	Telephone	Mrs Chambers called seeking update as she says her neighbours have been advised they are covered by another insurer
14/3/2011	Telephone	Mrs Chambers called, was advised that the assessment report had been received and hydrology report had been released from ICA and currently being reviewed
21/3/2011	Telephone	Mrs Chambers called and was advised we are waiting on review of the hydrology reports prior to making a decision
28/3/2011	Telephone	Mrs Chambers called and was advised that claim is being reviewed by management
1/4/2011	Telephone	Mrs Chambers called and was advised the claim is still with management
4/4/2011	Telephone	Mrs Chambers called and was advised claim is still with management
8/4/2011	Telephone	Mrs Chambers called and was advised claim is still with management
12/4/2011	Telephone	Mrs Chambers called and wanted to know the timeframe for making a decision regarding the claim
15/4/2011	Telephone	Mrs Chambers called for an update and was advised that due to comments made by her [that she had been told the claim would be covered] the operator who lodged the claim online 10/11 was being interviewed by investigations
19/4/2011	Telephone	Mrs Chambers called seeking status of claim, was advised it is currently being investigated
19/4/2011	Telephone	Called customer and advised that operator to be interviewed
27/4/2011	Telephone	Mrs Chambers called and was advised that interview to be conducted and report will be to hand shortly
29/4/2011	Telephone	Attempted to call customer and left message regarding re-scheduling of interview with operator
4/5/2011	Telephone	Mrs Chambers called and confirmed she is aware we will be in contact once a decision has been

		made
10/5/2011	Telephone	Mrs Chambers called and was advised that interview transcript completed and is now with management
12/5/2011	Telephone	Attempted to call customer to advise that claim not covered, left message to call back
12/5/2011	Telephone	Mrs Chambers called and advised that claim not one for acceptance, further advised that operator did not recall the relevant telephone call
12/5/11	Email	Email sent to Mrs Chambers advising of claim decline
26/5/2011	Facsimile	Facsimile received from Legal Aid

9. AAMI would like to highlight the following in relation to the issues numbered 1 to 5 in the Requirement to Provide Information.
10. Point 1: AAMI's records show that it was Mrs Chambers, rather than Mr Chambers who made the claim on 12 January 2011. AAMI claim notes record that when Mrs Chambers rang again on 13 January 2011, she advised that she lives on the river, and the Claims Advisor responded by advising that AAMI does not cover flood but that an assessor would attend to advise if covered. The claim notes record that Mrs Chambers "was shocked as she advised original operator stated 99.9% that she would be covered". This assertion was investigated by AAMI, however the original operator could not specifically recall Mrs Chambers' call. She was able to explain the usual information communicated to customers, and this is set out in detail in my response to question 5 below.
11. Point 2: AAMI issued instructions to its assessor on 17 January 2011 and advised Mrs Chambers of the assessor's appointment the same day. The assessor contacted the customer on 19 January 2011. The assessor attended the property on 31 January 2011. Therefore, the assessor attended 13 working days after the claim was lodged, not four weeks.
12. Point 3: During the course of managing this claim the customer was contacted on 8 occasions and the customer contacted AAMI on 22 occasions. The majority of the communications were between Mrs Chambers and AAMI. AAMI has a record of only one call from Mr Chambers, being on 4 March 2011.
13. Point 5: AAMI's Consumer Appeals Service notified the customer of the outcome of the Internal Dispute Resolution process by letter dated 14 June 2011.

Question 2: Please provide a copy of Mr Chambers' contract of insurance which applied in respect of this claim.

14. A copy of Mr Chambers' contract of insurance and product disclosure statements for AAMI's Home Building Insurance Policy and Home Contents Insurance Policy are attached as **Annexure 1**.

Question 3: Please advise the extent to which AAMI kept Mr Chambers informed of the progress of his claim from the date the claim was made, including the dates on which AAMI contacted Mr Chambers; the mode of communication for each contact; and the details of that communication.

15. Over the course of the customer's claim and as at the date of this statement, AAMI's records show that communications either occurred or were attempted between AAMI and the customer:
 - a. AAMI contacted or attempted to contact the customer on 8 occasions;
 - b. The customer contacted or attempted to contact AAMI on 22 occasions; and
 - c. Legal Aid Queensland contacted AAMI on 1 occasion.
16. Details of the dates on which AAMI contacted the customer, the mode of communication for each contact and the details of that communication are contained in the table above.

Question 4: Please provide copies of all records including audio recordings, in respect of the claim and internal review, including, but not limited to, all communications between Mr Chambers and AAMI.

17. A copy of AAMI's electronic records of policy and claim details in relation to communications between AAMI and the customer are attached as **Annexure 2**.
18. In order to consider Mrs Chambers' statement that during her call of 12 January 2011 she was advised it was 99.9% she would be covered, AAMI arranged for [REDACTED] an AAMI internal investigator to interview [REDACTED] the Call Centre Consultant who took that call.
19. Attached as **Annexure 3** is an audio tape recording of that interview.
20. Attached as **Annexure 4** is a copy of a transcript of that tape recording.

Question 5: In respect of point 1 above:

5.1 Does the account of the telephone conversation outlined in point 1 accord with AAMI's records? In particular, what advice did AAMI give to Mr Chambers on that occasion?

21. AAMI did not give Mr Chambers any advice on that occasion. The call was made by Mrs Chambers. The claim notes of that conversation record that Mrs Chambers reported "due to storm my house has flooded".

22. The claim notes do not record whether and if so, what, information was communicated by the Call Centre Consultant, [REDACTED] to Mrs Chambers. I have read the transcript of the interview with [REDACTED]. From that transcript, I understand the position to be that Ms [REDACTED] does not recall the specific conversation with Mrs Chambers but says that:

- a. She was aware that AAMI did not cover flood, but did cover some water events such as storm.
- b. If Mrs Chambers had mentioned a river, she would have noted that in the claim notes as she was aware that this would be of relevance to a Claims Consultant in determining the claim.
- c. She would have told Mrs Chambers that she was covered for flood if it is confirmed to be from the storm.
- d. With the Brisbane claims, she (and others) emphasised to customers that it (damage) had to be from storm damage for it to be covered and that they are not covered if it was from a river.
- e. Customers were advised to lodge their claim as a storm and that we [the call centre staff] don't know if its actually covered because it had not been confirmed.

Question 6: In respect of Point 2:

6.1 Please provide a copy of AAMI's instructions to the assessor concerning Mr Chambers' claim.

23. A copy of AAMI's Home Assessment Instruction Sheet dated 17 January 2011 is attached as Annexure 5.

6.2 Was it four weeks or so before an assessor attended Mr Chambers' property? If so, why did it take this much time?

24. The assessment instructions were issued on 17 January 2011. The assessor, Cunningham Lindsey Australia Pty Ltd (Cunningham Lindsey) contacted the customer on 19 January 2011. A site inspection was arranged for and took place on 31 January 2011. Mr Chambers was not in attendance at the appointed time.

25. Therefore, the assessor attended the property 13 working days (2.5 calendar weeks) after the claim was lodged, not four weeks.

Question 7: In respect of Point 3:

7.1 When was Mr Chambers' claim determined?

26. The customer's claim was determined on 11 May 2011.

7.2 Please provide details of the steps taken, including any investigations made, in determining Mr Chambers' claim; and details of when each step was taken.

27. The steps taken, and investigations made, in determining the claim were as follows:

Date	Action Taken
12/01/11	Claim lodged.
13/01/01	Advised customer that an assessor would be appointed as AAMI did not cover Flood.
17/01/11	Assessor appointed (Cunningham Lindsay).
31/01/11	Cunningham Lindsay conducted site inspection of insured property.
17/02/11	Confirmed to customer that AAMI would require the hydrology report being prepared by the ICA prior to making a decision on the claim.
18/02/11	<p>Property assessment report received by AAMI from Cunningham Lindsey, including Flood Questionnaire completed on the basis of information provided by the customer to Cunningham Lindsay.</p> <p>Note: Although the claim notes on 25/02/11 say "advised insured we are waiting on C&L report", it would appear that the CL report had not yet been reviewed by this date (as it had been received).</p>
Early March	All flood claim files managed and coordinated by Flood Team management to segment into decision types (e.g. loss dates) and identify complexity levels for decisions.
10/03/11	Hydrology report released by the Insurance Council of Australia (ICA).
8/04/11	Claim examined by AAMI's Acting Technical Event Manager. Determined additional information required (e.g. necessary to interview the call centre consultant who lodged the claim, as to what advice was given to the customer).
Week of 8/04/11	Request forwarded to Property investigations to interview call centre consultant.

02/05/11	Call centre consultant interviewed as to what advice she provided to the customer during that call.
About 06/05/11	Acting Technical Event Manager sought legal advice from Suncorp Group Legal in relation to the customer's claim. That legal advice, which is and remains the subject of legal professional privilege, was provided on 11/05/11.
12/05/11	Claim determination made – claim is not for acceptance as the damage was due to overflow of the Bremer River which adjoins the insured property.

7.3 What information did AAMI rely upon in making the decision about Mr Chambers' claim? How, if at all, did the assessor's report impact on the decision? Was this information provided to Mr Chambers? If not, why was it not provided?

28. The customer's claim was decided on the basis of relevant information held by AAMI at that time, including:
- a. Property assessment report of Cunningham Lindsey dated 31 January 2011, which included:
 - (i) a Flood Questionnaire completed by the assessor from information provided by the customer;
 - (ii) an aerial photograph obtained from Nearmap of the area as at 13 January 2011;
 - (iii) photographs taken and details of damage recorded by Cunningham Lindsey during the site inspection.

A copy of the report and its enclosures is attached as **Annexure 6**;
 - b. Joint hydrology report titled *Flooding in the Brisbane River Catchment, Volume 1 An Overview and Volume 3 Flooding in Ipswich City LGA* (available for download at www.insurancecouncil.com.au), dated 20 February 2011. This report identifies rainfall in Karalee and flooding behaviour of the Bremer River across the time period 10 - 14 January 2011, including river heights in locations near Karalee;
 - c. Queensland Reconstruction Authority Interactive Flood Map (available from www.qldreconstruction.org.au).
29. The Cunningham Lindsey assessment report provided AAMI with relevant information such as the height above ground level of the dwelling (approximately one metre) and the depth of water at the customer's dwelling (at least to roof level). The report also

confirmed that the customer was unable to provide any anecdotal information as to the progress of water inundation. Mrs Chambers advised the assessor that she had left the premises between 3pm and 5pm on 11 January 2011 and did not return until Thursday evening (13 January 2011), and Mr Chambers had been extremely busy assisting neighbours to escape the rising flood waters.

30. On that basis, there was no anecdotal evidence suggesting that the expert determinations reached in the joint hydrology report for that locality commissioned by the ICA should not be considered sufficient to assess the insured property.
31. When the claim was determined, a letter was sent to the customer advising the claim had been declined. The letter referred to the joint hydrology report, noted that the report was over 260 pages in length, and outlined to the customer the relevant conclusion from this report, namely that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time the insured property was inundated. The letter also identified the aerial flood mapping on the Queensland Reconstruction Authority's website as information relevant to the matter. AAMI did not provide a copy of the report or aerial maps, but advised the website links where the customer could access each of those.
32. In addition to the above, AAMI also provided the customer with a copy of the Cunningham Lindsey assessor's report and, from on or about 14 April 2011, information on the Queensland Premier's Disaster Relief Fund. Although these documents were not referred to in the decline letter sent to the customer, they were always sent as a matter of process. Attached as **Annexure 7a** is a copy of the information on the Qld Premier's Disaster Relief Fund sent to the customer.

7.4 Did any factors impede the determination of Mr Chambers' claim?

33. In order to determine the claim, it was necessary to identify the source of the damage. This required that a property assessment be undertaken, and the information gained considered in light of a hydrology report.
34. In addition, AAMI was aware that Mrs Chambers believed she had initially been advised when she lodged her claim (12 January 2011), that on the basis of the information the customer provided to AAMI at that time, it was 99.9% likely her claim would be covered and AAMI felt this warranted internal investigation. The customer was advised by AAMI on 13 January 2011 that the policy does not cover flood damage and AAMI specifically confirmed on 14 January 2011 that the claim was for consideration only.

7.5 When and how was the decision first communicated to Mr Chambers?

35. The claim was determined on 11 May 2011. AAMI telephoned Mrs Chambers on 12 May 2011 and left a message on her mobile phone asking that our call be returned. Mrs Chambers returned our call on 12 May 2011 and was informed that AAMI was declining the claim and would write confirming this decision. The decision letter was posted to Mr and Mrs Chambers on or about 12 May 2011. The decision letter was also emailed to

Mrs Chambers at her request on 12 May 2011.

36. Attached as **Annexure 7b** is a copy of the decision letter to the customer dated 12 May 2011.

Question 8: In respect of Point 5:

8.1 When did Mr Chambers or his legal representative make a request for a review of the decision to refuse Mr Chambers' claim to AAMI, initiating the Internal Disputes Resolution process?

37. The AAMI Consumer Appeals Service (CAS) received a Registration notification (Registration) by email from the Financial Ombudsman Service dated 11 May 2011 advising that FOS had received a dispute and would assess whether it fell within its Terms of Reference. The email stated FOS did not require any action at that stage, but that if AAMI was yet to review this dispute in accordance with its Internal Dispute Resolution (IDR) procedures, FOS would encourage AAMI to do so. A copy of that email is attached as **Annexure 8**.
38. As at that date, the claim had not yet been determined. However, a determination was made the following day, and a letter was sent by email to Mrs Chambers advising of the decline of the claim and advising of the IDR and FOS review processes.
39. In accordance with AAMI's usual practice, receipt of the notification from FOS caused CAS to request the claim file in order to commence an IDR process. Therefore, notification that the claim was declined and commencement of the IDR process were effectively simultaneous.

8.2 What steps were or have been taken, including any investigations made, in reviewing the decision to refuse his claim; and when was each step taken?

40. On 12 May 2011 Mrs Chambers was advised verbally that the claim was not for acceptance, and a decline letter was emailed.
41. The complaint was elevated to CAS for review as described in response to question 8.1 above. Pursuant to the request, CAS received all the information pertaining to the decision to deny the claim, including the Cunningham Lindsey report, flood map and checklist, scope of damage and the decline letter. CAS also had available to it the joint hydrology report and aerial mapping available on the relevant websites.
42. On 17 May 2011 CAS wrote to the customer by letter attached as **Annexure 9** acknowledging receipt of the matter and advising an anticipated completion date for the review of 31 May 2011.
43. CAS had created a team of staff members with extensive IDR experience to review flood matters, consisting of a Team Leader, Senior Dispute Resolution (SDRO), two Dispute Resolution Officers (DROs). The file was allocated on 17 May 2011 to a DRO to conduct a review in accordance with AAMI's Internal Dispute Resolution process.

44. On 26 May 2011, CAS received a written submission from Legal Aid - Queensland (LAQ) on behalf of the customer requesting a review of the customer's claim. Attached as **Annexure 10** is a copy of the faxed submission to AAMI from LAQ dated 26 May 2011.
45. On 28 May 2011, CAS sent an acknowledgement letter to LAQ confirming an additional 15 business days would be required to consider and respond to his submission. Attached as **Annexure 11** is a copy of the letter from CAS to the customer dated 27 May 2011.
46. On 14 June 2011 the DRO completed a review of the customer's dispute. The DRO was satisfied AAMI had established the damage to the insured property was a result of flood as defined in the AAMI Home Building Insurance Policy and was not covered by the policy.
47. On 14 June 2011, CAS wrote to LAQ advising that the IDR determination was to uphold AAMI's decision to not accept the claim. Attached as **Annexure 12** is a copy of the letter from CAS to LAQ dated 14 June 2011.

8.3 Has AAMI made a decision regarding the review of Mr Chambers' claim? If so, when and how was this decision communicated to Mr Chambers? What information did AAMI rely upon in making the decision which was the result of the Internal Dispute Resolution process?

48. AAMI has made a decision regarding the review of Mr Chambers' claim.
49. The review request had been lodged by LAQ on behalf of the customer, therefore the review decision was communicated to LAQ. This was done by letter dated 14 June 2011 setting out AAMI's final decision not to accept the customer's claim as a result of it's Internal Dispute Resolution Process and advising LAQ of the customer's entitlement to appeal to the Financial Ombudsman's Service (FOS).
50. CAS relied upon all documents provided in the claim file.

8.4 If not, why not; and when is it expected that the internal review process will be completed and Mr Chambers advised of the result?

51. Not applicable.

Closing Comments

52. A FOS Notice of Referral was received by AAMI on 30 June 2011.
53. AAMI responded to the Notice of Referral on 26 July 2011 and commissioned a desktop site specific hydrology report for the property.
54. After the widespread flooding of Brisbane City and Ipswich City, FOS held a number of discussions with its member insurers. The outcome of these discussions was that FOS


indicated to members that it would not be unreasonable for a member to rely on the Joint Hydrology Reports for the Brisbane River Catchment and the Ipswich Local Government Area in deciding claims for flood damage. At the time of these discussions, it was exceptionally difficult, if not impossible, to obtain site specific reports.

55. By July 2011 there was more capacity to obtain site specific reports. Accordingly, to fully explore more recent allegations made by Mr and Mrs Chambers about the nature of the inundation of their house (which had not been raised at the time of the initial determination or the IDR determination), AAMI obtained a site specific report for this property. This report is dated 8 August 2011 and is attached as **Annexure 13**. The report states that:

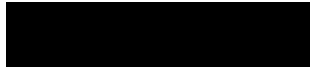
- The subject property is located adjacent to the Bremer River. Runoff from around the subject property would drain to the Bremer River within a few minutes.
- There is virtually no external stormwater catchment draining toward the subject property. Stormwater from land on the northern side of South Queensborough Parade drains north and east, away from the subject property.
- The property would have been inundated by flood water at about 9pm on 11 January 2011.

The report supports AAMI's initial decision to decline the claim on the basis that the damage to the property was caused by flood.

Sworn by the Deponent)
)
At Brisbane)
)
This 7th day of)
October 2011)



James Joseph Higgins

Before me

Solicitor

AAMI**aami.com.au**
13 22 44

Renewal

Home Insurance

1 May 2010

Page 1 of 2

Insured Address■ South Queensborough Pde
KARALEE QLD 4306**Policy Number**

009415 41 000 H

Mrs Rebecca Chambers
Mr Julian Chambers
PO Box ■■■■■
MOUNT CROSBY QLD 4306Australian Associated Motor Insurers Ltd.
ABN 92 004 791 744 AFSL No. 238173 Central Plaza 1, 345 Queen St Brisbane 4000

Amounts shown are GST inclusive

Building Policy

Contents Policy

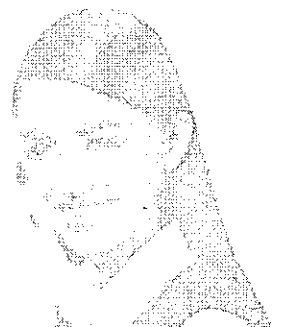
Extra Cover for Portable Valuables

Your policy is due for renewal at midnight on 5 June 2010. If there are no changes to these details, and you want to continue to pay for your insurance by monthly instalments, **you do not need to do anything**. Your policy will automatically renew and we will debit your nominated account on or around the debit day of each month, until you tell us otherwise.

You can save by paying for your policy up front. The annual premium for this policy would be \$976 (inc. GST).

Instalment Period Monthly**Monthly Debit Date** 5thDirect Debit from your
Mastercard**Monthly Instalment** \$85.25

Please read the Insurance Schedule over the page to confirm important information about you and your policy.





Home Insurance Schedule

1 May 2010

Page 2 of 2

Insured Address

South Queensborough Pde
KARALEE QLD 4306

Policy Number

This insurance schedule shows information about you and the policy we offer. When we receive the required premium from you each month and on time, this schedule will form the basis of our agreement with you. It should be read along with your other policy documents for all conditions and limitations of cover. It's very important that you tell us if any information shown is wrong. If you don't tell us, we may not pay a claim or cancel your policy. To update any information call us on 13 22 44 or email us at aami@aami.com.au

Your Home

Insured Address

South Queensborough Pde
KARALEE QLD 4306

Description of Insured Home

Single storey, clodding, built in 1980s, 3 bedroom, 1 bathroom, triple garage, verandah

Occupied As

Owner

Home Use

Private

National Trust Classification

No

Deadlocks

Yes

Keyed Window Locks

No

Alarm

No

Electronic Access

No

Security Guard

No

Video Surveillance

No

Financial Interest

St George Bank

Policy Details

Policy Type

Building and Contents

Period of Cover

5/06/2010 to Midnight 5/06/2011

Payment

12 Monthly Instalments

Insured

Rebecca Chambers, Julian Chambers

Excesses

Building

Standard Excess \$100
Plus Flexi-Premium Excess \$300

Contents

Standard Excess \$100
Plus Flexi-Premium Excess \$300

Extra Cover

Standard Excess \$100
Plus Unoccupied Excess (if applicable) \$1,000

Building Complete Replacement Cover

Building Cover

Repair or rebuilding costs Unlimited

Building Additional Benefits

Locoting water leaks (policy booklet page 23) \$1,000

Damage to garden beds, trees, shrubs and other plants (policy booklet page 23) \$1,000

Contents Cover

Total Contents Amount Covered \$74,350

General Contents \$64,850

Limited Cover Specified Items \$9,500

List of Limited Cover Specified Items

Engagement Ring 18Ct Gold Ring With 1.4 Ct Diamond - Princess Cut \$5,000
1 X CD Collection X 150 \$4,500

Extra Cover for Portable Valuables

Extra Cover Unspecified Items \$1,000

Extra Cover Specified Items Nil

Legal Liability

\$10 million

Endorsements

Nil

Looking after your policies has never been easier.

At AAMI we want to make your life easier. Benefit from the convenience of **My Policy Manager** where you can view, manage and change your policies online.

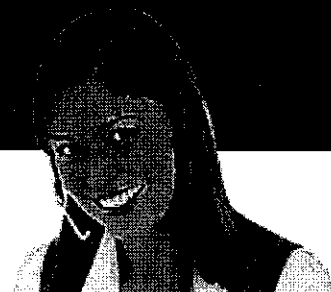
Visit the My Policy Manager section of **aami.com.au** and enter your policy number to register. It's that easy!

HOME BUILDING INSURANCE POLICY

Now with Complete Replacement Cover™

Product Disclosure Statement

AAMI



Peace of mind with AAMI

Peace of mind with Complete Replacement Cover™ for your home building

AAMI home building insurance with Complete Replacement Cover gives you absolute peace of mind.

On top of the protection we normally provide, we cover insured damage or loss to your home buildings for whatever it costs to repair or rebuild them.

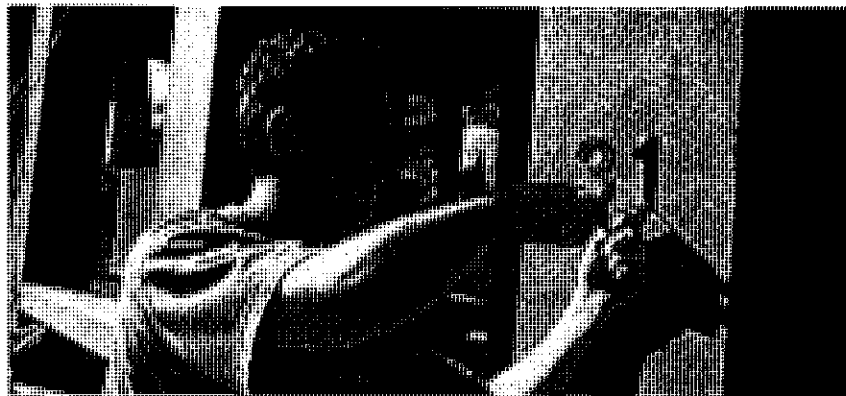
AAMI home building insurance with Complete Replacement Cover repairs or rebuilds insured damage or loss to your home buildings or pays the cost of repairing or rebuilding them:

- with new materials,
- to the same size and standard of your current home.

You will never be under insured with AAMI. See pages 17 - 19.

Peace of mind from guaranteed repair quality

The quality of workmanship and the materials used in any repair or rebuilding of your home and contents that we arrange and outsource will be guaranteed for the life of the property. See page 18.





Where to find

Important information	4
What we cover – the building	6
What we cover – insured events	8
What we do not cover – general exclusions	14
Precautions that you need to take	16
What we will pay – new for old	17
Repairing or rebuilding your building	17
The AAMI Home Repair Guarantee	18
Maintaining your building	18
Other costs	19
What we cover – additional benefits	20
Temporary accommodation	20
Accidental breakage	21
Cover when you are changing homes	21
Damage to electric motors	22
Locating water leaks	23
Replacing locks	23
Damage to garden beds, trees, shrubs and other plants	23
What we cover – your \$10 million legal liability cover	24
What to do if you need to claim	27
Helping us pay your claim	27
What happens when you claim	28
Your responsibilities	30
Excesses	32
Important general information for you	33
What do we mean by that?	38
The AAMI Consumer Appeals Service	41



Important information

Your AAMI Product Disclosure Statement The AAMI Home Building Insurance Policy

This Product Disclosure Statement provides information about the product we offer: the AAMI Home Building Insurance Policy. When we agree to insure your building, your policy comprises this booklet and your policy schedule which shows the detail of the policy particular to you. See page 40.

This Product Disclosure Statement was completed on 31 July 2006.

Our commitment to you

When you are an AAMI policyholder and you need to claim on your policy, our claims service will take away the stress and hassle. We are here to help you 24 hours a day, every day of the year.

If your home building has been damaged or someone is claiming against you, please phone us immediately on 13 22 44.

Please read this policy carefully and retain it so you can refer to it if required.

We rely on the accuracy of your information

When we agree to insure you, to renew or vary your policy, or to pay your claim, our decision relies on the accuracy of the information you give us. If that information is not accurate, we can reduce or deny any claim you may make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely the questions we ask about:

you,

your building,

any events involving your building that result in a claim on your AAMI policy.



When you receive your renewal notice, please carefully check the information it shows about you. If any of that information is incorrect or incomplete, please call us and we will update our records.

We also require you to:

- observe the conditions contained in your AAMI policy,
- pay or agree to pay us the premium we charge and any excesses that apply,
- tell us if you renovate, improve or extend your building after the policy commences. If you don't do this, any payment we make for the repair or rebuilding of your building may be limited to the cost of replacing it before it was renovated, improved or extended.

Some words in this policy have definite meanings

This policy uses words that have definite meanings. To make sure you are aware of these words and their meanings, please read 'What do we mean by that' on pages 38 - 40.

This policy does not cover some events, circumstances and situations

As you read through this policy, you will see there are some events, circumstances and situations it does not cover. To make sure you are aware of these exclusions, please read the whole policy carefully including the section 'What we do not cover - general exclusions' beginning on page 14.

See also 'Important general information for you' on pages 33 - 37.

What we cover – the building

What do we cover as the building?	What is it covered against?	How much is it covered for?
The building is the dwelling and other structures at the site used for domestic or residential purposes. See below for what the building includes.	Damage or loss caused by the insured events listed on pages 8 - 13.	The cost of repairing or rebuilding it at the time the damage or loss occurs.

This policy also covers 'other costs' (page 19), 'additional benefits' (page 20), and 'your legal liability' (page 24).

The building includes:

outbuildings and permanent structural improvements,

fixtures and fittings that:

are permanently attached to the home building or the site,

are stored at the site in a building capable of being locked while awaiting installation.

that part of the building used for performing office work,

services, whether above or below ground, that are your property or for which you are liable,

any jetty at your site owned by you and used only for domestic purposes.



The building excludes:

fixed wall and floor coverings such as carpets, internal blinds, dropes, and curtains,

any part of the home building or the site used for conducting a business, trade, professional services, or farming of any description,

any part of the building or other structures at the site that cannot be locked because that building or structure or part of it is being altered, renovated or rebuilt,

a temporary building or structure or a building or structure in the course of construction,

houseboats, watercraft, caravans, mobile buildings (fixed or free-standing), motorised vehicles of any type and the parts and accessories of any of these items,

the loose surfaces of tennis courts, driveways and paths,

hedges (whether or not they form a fence), lawns, trees, shrubs, plants, flowers, garden beds or any other living material.





What we cover – insured events

This section describes under the heading:

Yes – the insured events you **are** covered for,

No – the conditions and exclusions that specifically apply to particular insured events.

Yes

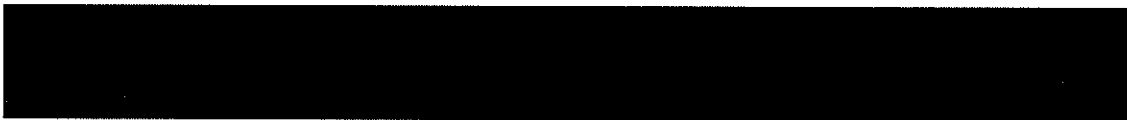
You are covered for damage or loss to your home building occurring during the period of cover and caused by the following events:

Animals and birds – the actions of animals and birds

Earthquake including subsidence and landslide caused by an earthquake.

Explosion

Fire (burning with flames).



No

You are not covered for:

Damage or loss caused by:

vermin, rodents, insects (including termites), domestic animals,

animals and birds kept in your building or at the site,

scratching, chewing, tearing or soiling the exterior of all buildings and the interior of partially enclosed buildings.

Damage or loss caused by tidal wave, tsunami, high tide or other actions of the sea.

Damage or loss caused by:

any process involving the application of heat where there was no flame, for example, cigarette bum marks or scorch marks are not covered,

soot and smoke where your building or the site has not been damaged by fire **unless** there was an occurrence within your building where no flame resulted but soot and smoke damage was caused.



Yes

Impact - sudden and unexpected impact of any:

motor vehicle, aircraft, watercraft or space debris,
object falling from a motor vehicle or aircraft,
falling tree or part of a tree,
aerial, mast or satellite dish which breaks or collapses.

Liquid escaping suddenly and unexpectedly from a:

water main, drain, fixed pipe, gutter, guttering, fixed tank or drain,
sink, basin, bath, shower, toilet or spa bath,
dishwasher or washing machine,
fixed heating or cooling system,
aquarium.

Malicious acts and vandalism – actual or attempted by persons
who are not living with you.

Riot, civil commotion or labour disturbances



No

Damage or loss resulting from:

liquid escaping slowly over a period of time where you could reasonably be expected to be aware of this condition.

The cost of repairing or replacing the item from which the water or liquid escaped.

Damage or loss caused if you or anyone living with you participated in the event.



Yes

Storm and **rainwater** including stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Theft – by persons who are not living with you.

Thunderbolt and lightning



No

Damage or loss caused by **flood**. **Flood** means the inundation or covering of normally dry land by water which:

- escapes or overflows from, or

- cannot enter, because it is full or has overflowed, or

- is prevented from entering, because other water has already escaped or been released from it,

- the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.

Flood does not mean stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

The cost of cleaning or clearing debris from any pool or spa.

Damage or loss caused by water seeping into or otherwise entering your building due to:

- a defect or fault in the design, structure or construction of your building where you could reasonably be expected to be aware of the defect or fault,

- building alterations, renovations or additions.


Damage or loss caused by dust where your building has not been otherwise damaged by storm.



What we do not cover – general exclusions

You are not covered under any section of the policy for damage, loss, cost or liability caused by or arising from or involving:

an unreasonable failure to properly maintain or repair your building,
wear and tear, rust, deterioration or corrosion,
mechanical, structural, electrical, electronic or other failure or breakdown,
other than as provided for under 'Damage to electric motors'
on page 22,
mould, wet or dry rot, rising damp or dampness,
flood,
storm surge, being an increase in sea level that usually occurs with
a severe storm or cyclone,
tidal wave, tsunami, high tide or other actions of the sea,
erosion or washing away of soil, earth or gravel,
the washing away or movement of the surface of any path or driveway
which has a surface consisting of a loose material such as gravel, stone
or dirt,
soil movement or settlement,
subsidence or landslide **unless** caused by the insured event of
earthquake,
the moving, shifting or dislodging of any swimming pool or spa and their
covers and liners, or any septic tank or other inground structure **unless**
caused by the insured events of earthquake or impact,
the actions of trees, plants or their roots,
actions of insects (including termites) or vermin,



scratching, chewing, tearing or sailing by animals and birds kept in your building or at the site.

the lawful taking or repossession of or from your building or site, for example, a bank taking possession as a result of a mortgage default,

fraud or fraudulent means or devices used by you or anyone acting on your behalf to obtain benefit under this policy,

deliberate or intentional acts committed by you or someone acting on your behalf or any person living with you,

war, warlike activities or revolution including any looting or pillaging,

asbestos, asbestos fibres, or derivatives of asbestos in any form,

but we will pay for the costs of removing and disposing of asbestos from the building or site where it is directly necessary as a result of damage or loss caused by an insured event.

You are not covered under any section of the policy for damage, loss, cost or liability:

directly or indirectly caused by, arising from, or connected with: the use, misuse or existence of nuclear weapons; or the use, misuse, escape or existence of nuclear fuel, waste or nuclear materials or ionising radiation or contamination from such fuels, waste or materials; or combustion, detonation, fission and/or fusion of nuclear fuel or nuclear materials,

directly or indirectly caused by, arising from, or connected with actual or threatened chemical or biological pollution or contamination; or action taken by a public authority or any body authorised by a public authority to prevent, limit or remedy such actual or threatened release, pollution or contamination.

Precautions that you need to take

Precautions

You must at all times, and at your expense, take all reasonable precautions:

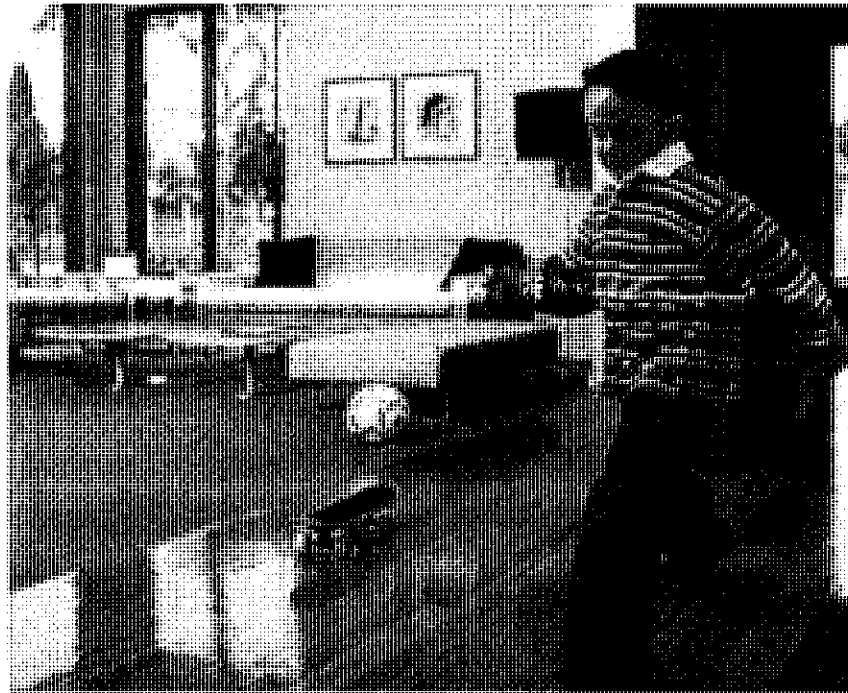
for the safety and protection of your building and the site,

to prevent bodily injury or damage to property,

to prevent damage to your building,

to ensure compliance with all statutory obligations, by-laws or regulations imposed by any public authority, relating to the safety of persons or property.

If you do not, we may reduce or refuse to pay any claim you may make.





What we will pay – new for old

Repairing or rebuilding your building

If your home building is damaged during the period of cover by an insured event, we will decide if the damage:

can be properly repaired, or

is so severe that we reasonably believe your building will need to be rebuilt.

Repairing your building

When we establish that your home building can be properly repaired, we will decide to:

repair it, or

pay the cost of repairing it.

When we repair your building, we will use new materials.

We will make reasonable endeavours to match materials. Where this does not achieve an exact match, materials that in our opinion match the damaged or lost materials as near as reasonably practicable will be used. We will not pay to replace undamaged materials or any undamaged part of them to achieve a match.


Rebuilding your building

When we establish that your home building will need to be rebuilt, we will decide to:

rebuild it to the same size and standard as your current building, or

pay the cost of rebuilding it to the same size and standard as your current building.

When we rebuild your building, we will use new materials.



When we decide to rebuild your building and you are paying your premium in instalments, we will require you to pay the total unpaid balance of your premium before your claim can proceed.

Damage to fixed wall or floor coverings

When we repair or replace damage to fixed wall, ceiling or floor coverings:

we also repair or replace undamaged coverings if this is reasonably required to achieve a match with the repair or replacement of the damaged area,

the repair or replacement is limited to the room, passageway, stairwell or functional area where the damage occurred.

Fixed wall and floor coverings are items such as tiles, floating floors, fixed cupboards and shelving.

The AAMI Home Repair Guarantee

The quality of workmanship and the materials used in any repair or rebuilding of your home and contents that we arrange and authorise will be guaranteed for the life of the property.

If you are concerned about the quality of the repair or rebuilding of your home building, you must call us on 13 22 44. We will arrange with you to inspect the repair or rebuilding and we will arrange any necessary rectification work. You must not authorise any rectification work without our written authority.

Maintaining your building; compliance with statutory requirements

We insure your home on the condition that it has been and will continue to be properly maintained and repaired, and that it complies and will continue to comply with local government or other statutory requirements.



When you claim for damage or loss to your building, and your building:

has not been properly maintained and repaired, or
does not comply with local government or other statutory requirements,
we may reduce our payment or refuse to pay your claim.

Other costs

We will also pay for the following where applicable.

Demolition and removal of debris

We will pay the reasonable cost of, and, at our option, arrange for the:

- demolition of your destroyed building,
- removal of debris from the site necessary for repairing or rebuilding,
- removal from the site of fallen and unsafe parts of a tree when the tree or part of it has impacted with your building causing damage or loss.

Making safe

We will pay the reasonable cost of, and, at our option, arrange for any temporary work required to make safe your damaged or destroyed building.

Professional fees

We will pay the reasonable fees for the services, if necessary, of an architect or surveyor.

Compliance costs

In repairing or rebuilding your building, we will pay the extra costs necessary to satisfy the current requirements of any local council or government authority.

What we cover – additional benefits

Additional benefits included within your policy:	Page
The cost of temporary accommodation	20
Accidental breakage	21
Cover when you are changing homes	21
Damage to electric motors	22
Locating water leaks	23
Replacing locks	23
Damage to garden beds, trees, shrubs and other plants	23

We help with...

The cost of temporary accommodation

When an insured event has caused damage or loss to your building, we will help with the cost of temporary accommodation for you and, where necessary, for your domestic pets, provided:

- we are satisfied your building is no longer habitable, and
- you were living permanently in it at the time, and
- you have claimed on this policy and we are satisfied everything is in order.

We will pay the reasonable cost incurred by you for comparable accommodation for up to 12 months while your building is being rebuilt or repaired.



Accidental breakage

We will either replace or pay the reasonable cost of replacing the following when they are accidentally broken:

- any area of glass (including glass tint, if fitted) fixed to your building,
- glass (but not light globes) in a fixed light fitting in your building,
- fixed basins, sinks, baths, shower bases, lavatory pans or cisterns in your building.

We will also repair or replace or pay the cost of repairing or replacing the frame of any window, door or shower screen **but only** if this is necessary to enable the glass to be replaced.

We will not replace or pay for:


- any glass in a glasshouse or conservatory,
- any part of a fixed cooking or heating appliance (for example, the glass top of a stove),
- any area of glass or any item which is already damaged or in an imperfect condition.

Cover when you are changing homes

When you purchase another home, we will amend your policy to cover your new home **provided** you tell us about it and give us any associated information we require.

When you provide us with the details we require, we will tell you whether:

- your new home is one we would normally insure,
- there is any difference in the terms and conditions of your policy as it applies at your new address, and



there is any difference for the remainder of your period of cover in the premium payable for your former home and your new home.

If there is any difference in the premium, we will refund or charge you that difference.

Any refund we make will be less our reasonable charge for administrative and processing costs.

If we charge you and you do not pay the additional amount within 14 days of our notice, we may reduce the period of cover of your amended policy to match the amount you have already paid.

Cover for both your new and current homes – an additional premium is payable

When you have purchased a new home:

that we have agreed to cover,

and your current home is being sold,

but title for your current home has not been transferred to its purchaser,

we will cover:

your new home, and

your current home until the transfer of title to its purchaser.

An additional premium is payable for this cover.

Damage to electric motors

We will pay the full cost of damage caused by electric current to an electric motor if the motor is less than ten years old, when the motor is in a piece of fixed domestic equipment forming part of your building,

We will not pay if the damage to the motor or the equipment is covered by a new product guarantee or warranty.



Locating water leaks

We will pay the reasonable cost of locating the source of water or liquid leaking or discharging from pipes and fixtures and fittings at your building.

We will not pay the cost of repairing or replacing the pipe, fixture or fitting which caused the leak or discharge

The most we will pay is shown on the most recent of your policy schedule and renewal notice.

Replacing locks

When the key to the lock of any window or external door of your building is stolen, we will pay the reasonable cost of replacing or rekeying the locks operated by that key.

Damage to garden beds, trees, shrubs and other plants

We will help pay for damage or loss to trees, shrubs, plants, hedges or garden beds on your site caused by fire or the impact of vehicles (not driven by you or by any person living at your home).

The most we will pay is shown on the most recent of your policy schedule and renewal notice.



What we cover – your \$10 million legal liability cover

When we will pay

We will cover your legal liability arising from accidents that happen at the site.

We will cover you against your legal liability for all claims arising from an accident or a series of accidents arising from any one occurrence during the period of cover, causing:

bodily injury or death to a person, other than you or a member of your family or any person living at your building or the site, or

damage to or loss of property, other than property which you or your family or any person living at your building or the site own or for which you or they are legally liable.

Where your home is a lot or unit which is part of a strata-titled development, and:

there is no other lot or unit above or below your lot or unit,

you do not have any other liability insurance for your lot or unit, and

we have agreed to provide building insurance for your lot or unit,

we will also cover your legal liability arising from accidents that happen on the common property that is shown on the plan and is used for domestic or residential purposes.

Our payment will not exceed \$10 million in total (including all legal and defence costs and GST).

When we will not pay

We do not provide cover for your legal liability arising from or involving:

any of the causes listed under 'What we do not cover' on pages 14 - 15,

your occupancy or ownership of any residence, building or land other than your home building and the site,



a legal liability which arises only because you have agreed to take that liability upon yourself,

a liability which arises only because you have admitted liability,

an event that you have organised or are legally responsible for, **except** where the event takes place within the site,

things done intentionally or left undone intentionally by you, or any person acting on your behalf, with reckless disregard for the consequences,

lifts, cars, motorbikes, minibikes, vehicles, watercraft (including sail boats) or aircraft (including gliders),

Vehicles **do not** include bicycles, motorised wheelchairs, golf carts or garden appliances which do not have to be registered.

an animal other than a domestic dog or cat,

vibration, or the removal of, or interference with the support of land, buildings or other property,

alterations, additions, repairs, rebuilding or redecorations of your building or the site where the total value of the works exceeds \$20,000,

the transmission of any disease, contaminated body fluid or body product,

the consumption of alcohol or drugs, if your consumption of them caused or contributed to the accident,

employees or workers who are covered or should have been covered by Workers' Compensation or similar legislation and who, at the time of the accident, were employed by you or any person living at your home,

the use of any part of your building or the site for business, trade, professional services, forming of any type, **but not:**

that part of the building used for performing office work,

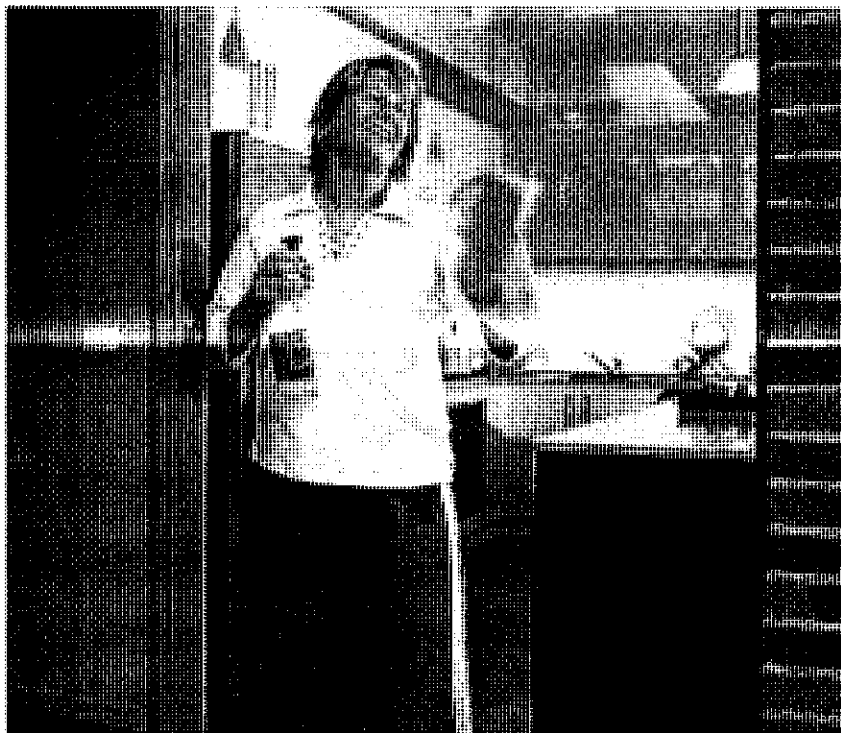
any business, trade, profession or occupation conducted or operated or undertaken:


by you or on your behalf,

by or on behalf of any person living at your home,

by or on behalf of any company, trust or other legal entity in which you or any person living at your home has an interest (legal, beneficial or otherwise),

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages however described.





What to do if you need to claim on your AAMI policy

If your insured property has been damaged or lost or someone is claiming against you, please phone us immediately. We may require you to report the matter to the police.

You can call AAMI at any time on 13 22 44.

Our claims service will take away the stress and hassle by taking care of everything for you.


Helping us to pay your claim

When you can provide us with information such as documents, booklets and photographs showing and/or valuing your building, you help us make speedy and accurate decisions regarding your claim and the repair or the rebuilding of your building. This information helps establish ownership of property and its value and condition.

This information includes:

receipts, bank and credit card statements, agreements and reports, valuations and photographs (photographs do not have to be specifically of your building; it may be easily identifiable in photos taken, for example, of personal events).

We may require this type of information. If you are unable to provide information of this type, that establishes ownership and value of the property in question and the value of your claim, then we may reduce or refuse to pay your claim.



What happens when you claim on your AAMI policy

When you tell us about the damage or loss to your building, where necessary and as soon as possible, we arrange:

for our assessor to meet with you, inspect your building and confirm the full details of the damage or loss,

temporary repairs to and the securing of your building,

temporary accommodation for you and your family. See page 20.

We discuss with you what is necessary to make good the damage or loss and then we will decide either to repair or rebuild your building or pay the cost of repairing or rebuilding your building to the same size and standard as your current building.

Repairing or rebuilding your building

We ordinarily obtain independent, competitive quotes from repairers and suppliers recommended by AAMI. If you want, you can choose a repairer and/or supplier to provide one of the quotes. We review the quotes, including any quote from a repairer and/or supplier you choose, and what is necessary to properly repair or rebuild your building. We choose the repairer and/or supplier who submitted the more competitive and complete quote and that will be the repairer and/or supplier who repairs or rebuilds your building.

We will enter into any building contract with the selected repairer and/or supplier on your behalf. We will oversee the repairs and keep you informed of their progress.

Changes to your building

You can have changes made to the design and structure of your building before repair or rebuilding. Any extra cost of such changes will be your responsibility.



We may decide to pay you the cost of repairing or rebuilding your building without the changes you require.

What happens to your policy when you claim?

When we establish that...		What happens to your policy
the damage or loss can be repaired, we decide either to...	repair your building.	Your policy continues for the remainder of the period of cover.
	or pay the cost of repairing your building.	Your policy continues for the remainder of the period of cover.
the damage or loss can't be repaired and your building has to be rebuilt, we decide either to...	rebuild your building.	Your policy continues for the remainder of the period of cover.
	or pay the cost of rebuilding your building.	Your policy, including the legal liability cover it provides, comes to an end. We also pay, where relevant, any outstanding additional benefits. Because our payment meets all our obligations to you in full, there is no refund of any portion of the premium.



When you claim on your policy, your responsibilities include

Preventing further damage or loss

Following an event that is likely to result in a claim, you must take all reasonable precautions to prevent any further damage, loss, cost or liability.

Allowing us access

You must provide us with access to your building and the site to inspect damage or loss, arrange quotations, repair or rebuilding, and undertake progress inspections if required.

Obtaining our written authority for the repair of your building

You must not authorise the repair of your building, apart from emergency repairs, without our written permission.

Obtaining our written consent

You must not make any admissions or settle any claims without our prior written consent.

Giving assistance – information, notices, negotiating, defending and settling claims

You must give us the information and assistance we reasonably request in evaluating the cause, extent and value of any claim. This may include:

- providing us with full details of the claim in writing,
- providing valuations, receipts or other evidence of ownership,
- providing written statements,
- undergoing an interview or interviews about the circumstances of the claim,
- appearing in court and giving evidence.



You must promptly deliver to us any relevant letters and notices that come into your possession.

We shall be entitled, but not obliged to defend or represent you in any legal proceedings relating to an accident or event which may give rise to a claim against us and to control, settle and deal with those proceedings as we see fit.

We will pay the legal and other reasonable related costs of defending any claim made against you, provided we appoint the solicitors who will defend the claim and we have told you in writing that we will pay their costs.

You must assist us in all our endeavours to negotiate, defend or settle any claim made under this policy and to exercise for our benefit your legal right of recovery against any other party (including a party involved in making good any damage or loss).

If you fail to assist us, or do not abide by any of these terms, we may reduce or refuse to pay your claim.





Excesses

Excesses

An excess on your policy is the amount that you must first contribute towards each claim. If your claim is for more than one occurrence, the excess applicable to each occurrence will be payable.

The excesses that apply to your policy will be shown on the most recent of your insurance schedule and your renewal notice. When you make a claim we may require you to pay the excess or we may deduct the excess from any payment we make. We will tell you when and how the excess is to be paid or deducted.

When an unoccupied excess is payable, it will be additional to any other excesses that apply to your claim.

Unoccupied excess	<p>Your home building is at greater risk of damage or loss when it is unoccupied for a lengthy period.</p> <p>Because of this extra risk, if you claim for damage or loss to your building:</p> <p style="padding-left: 40px;">which occurs after your home building has not been occupied for 60 continuous days,</p> <p>an additional compulsory excess is payable.</p>
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What happens when your building and contents are insured with AAMI

When your building and contents are insured with AAMI and the event leading to your claim is for damage or loss to both, whichever is the higher of your total building and your total contents excesses, including any Flexi-Premium excesses, will be payable.

AAMI Flexi-Premiums™

With AAMI Flexi-Premiums™, the higher the excess you choose, the bigger the discount on your premium. Please call 13 22 44 for full details.



Important general information for you

You can contact us:

By phone: Call 13 22 44 (24 hours a day every day of the year).

Via the internet: aami.com.au

By mail: PO Box 14180, Melbourne City Mail Centre, Victoria 8001.

In person: Call 13 22 44 for the address of the closest AAMI branch or customer service centre.

When we quote you a premium

When we quote you a premium for AAMI home insurance, the factors we take into account include:

- the current cost of rebuilding your home building including the associated costs we cover, such as demolition and removal of debris, making safe, professional fees, extra costs to satisfy current council or government requirements, and temporary accommodation,

- our experience of the incidence and cost of building claims,

- the value of the benefits we include in your cover,

- your insurance history,

- the insured address (the address where your building is located),

- the cost of providing legal liability cover,

- our costs of providing and administering this policy,

- whether you pay your premium in instalments,

- any discounts that apply because of your particular circumstances.

Government taxes and charges are included in the premium we quote.

Excesses may be payable on any claim you make on this policy. See page 32 for further details.



Paying your premium

You can pay your premium annually by cheque, credit card, BPAY, online through AAMI e-PAY, or in cash at AAMI Branches or Australia Post Offices. Further details are provided on the payment notice we issue at the commencement and each renewal of your policy.

Paying by instalments

You may also be eligible to pay in regular instalments by direct debit.

When you pay this way, the total premium is higher than we charge for one annual payment, reflecting the higher costs we experience. Any premium discounts we may provide are applied before these additional costs are calculated.

Your responsibilities when paying by instalments

When paying by instalments:

- you must be an authorised signatory on the account nominated for your direct debit payments,

- you must ensure that your nominated account can accept direct debits and has sufficient funds to meet each payment at each due date,

- your financial institution may also apply its own fees (including dishonour fees). Those fees are your responsibility.

What happens if your instalment remains unpaid?

AAMI may cancel your policy without notice if an instalment payment remains unpaid for one month or more.

Any claims arising after the due date may be refused.

Changing your instalment payments

If you wish to change or cancel your direct debit arrangements, you need to contact us at least seven days before the debit day.



If you cancel the debit completely, you will need to arrange for another way to pay us your premium, to ensure you remain covered.

Important things to remember when paying by instalments

When you first commence your direct debit payments, or when you change your account details, it may take up to 14 days for us to first debit your account.

If you believe that we may have incorrectly debited your account, please contact us on 13 22 44.

When you claim on your policy and we decide that the damage or loss to your building is so severe that it will need to be rebuilt, we will require you to pay the total unpaid balance of your premium before your claim can proceed.

Government taxes and charges

AAMI shows on receipts any government taxes and charges such as GST, Stamp Duty and Fire Services Levy allocation included in insurance premiums.

GST

Any amounts we pay under this policy include GST.

Renewing your policy

When we offer to renew your policy:

- we will send you a notice before the policy expiry date,

- we will tell you in writing if there are any changes to the policy.

- Changes that benefit you apply from their introduction. Changes introducing limitations apply from the policy's renewal,

- we may require an additional premium if you make a claim in the short period between the time we calculated the renewal premium and the expiry of your policy. If the additional premium is not paid, we may reduce the period of cover to match the reduced amount paid.



Cancelling this policy

As well as the rights you have under federal law, AAMI allows you to cancel your policy at any time. We will refund you the unexpired portion of the premium less any cancellation processing charge to cover the reasonable administrative and transaction costs incurred by AAMI. To cancel your policy, please call AAMI on 13 22 44.

We can only cancel your policy by giving you written notice in accordance with the Insurance Contracts Act 1984.

Joint policyholders

When you insure your home in the names of more than one person, each person is a joint policyholder and is able to make changes that we agree with to the policy.

Cover for landlords

We provide a separate policy for landlords who rent their property for domestic residential purposes. Please ask us about the AAMI Landlord Policy.

The privacy of your personal information

We are committed to protecting the privacy of your personal information. That commitment is reflected in the AAMI Customer Charter and in our compliance with the National Privacy Principles. For further information, please visit our website www.aami.com.au or call us on 13 22 44 for a copy of our 'AAMI and Your Personal Information' brochure.



AAMI's Customer Charter

We are committed to always provide you with the highest standard of service. The AAMI Customer Charter is a written document containing service and reporting promises which we are bound to deliver. In fact, we impose a penalty on ourselves if we fail to do so.

This unique Charter was drawn up through consultation with our staff, our customers and industry regulators, and is reviewed annually. Compliance with our promises is independently audited every year and the results are reported publicly.

The AAMI Customer Charter, introduced in 1996 was Australia's first general insurance customer charter, and indeed, first retail customer charter. The Charter is your guarantee that we're always striving to deliver the best in customer service.

The AAMI Consumer Appeals Service

If you are unhappy with anything we have told you or done for you, we want you to tell us about it. If we cannot resolve the matter to your satisfaction, other appeal services are available to you. See page 41 for full details.

The General Insurance Code of Practice

AAMI is a signatory to the General Insurance Code of Practice which sets out a commitment by the general insurance industry to raise standards of service and to promote better relations between customers and insurers.

The Code describes standards in areas such as buying insurance, claims handling, responding to catastrophes and disasters, information and education and dispute resolution. Introduced in 1995 with the backing of consumer groups, the federal government, insurers and the Insurance Council of Australia, it was revised in 2005.

More information on the Code, or a copy of the Code, can be obtained from the Insurance Ombudsman Service (IOS). You can contact the IOS on 1300 780 808, toll free, or you can access the Code at www.codeofpractice.cam.au



What do we mean by that?

AAMI, we, us, and our mean Australian Associated Motor Insurers Limited (ABN 92 004 791 744).

Accident means an accident or a series of accidents resulting from any one occurrence.

Building means the building(s) covered under this policy. See pages 6 - 7 for the buildings that **are** covered and **are not** covered under this policy.

Cover and **covers** mean the protection provided by your policy.

Damage and loss.

Damage means actual physical damage to your building.

Loss or lost means your building or a part of your building being damaged beyond economical repair.


Endorsement means a special condition that applies to your policy. Any endorsements to your policy are shown on your insurance schedule.

Excess. An excess on your policy is the amount that you must first contribute towards a claim.

Fire means burning with flames.

Fixtures and fittings means items used for domestic and residential purposes, and which are permanently attached to your home building or the site.

Flood means the inundation or covering of normally dry land by water which:
escapes or overflows from, or
cannot enter (because it is full or has overflowed), or
is prevented from entering (because other water has already escaped or been released from it),



the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.

Flood does not mean stormwater runoff from areas surrounding the site or water escaping from any water main, pipe, street gutter, guttering or surface.

Home means the buildings described in 'What we cover – the building'.
See page 6.

Home does not mean your home contents.

Insured address means the address at which your home is located.

Insured event. The occurrences we have listed on pages 8 -13 which cause damage and loss to your building.

Living with you. Any person normally living or staying in your building or at the site.

Lot and **Unit** mean an area which is used for domestic or residential purposes that is shown on the plan for the Strata Titles Act or similar legislation applying where the lot or unit is located.

Plan means the plan of subdivision describing the area of land at the insured address created under the Strata Titles Act, Subdivision Act or similar legislation applying where the lot is located.

Occupied means you are living or staying in your home or another person is with your consent.

Period of cover means the current period for which we have agreed to provide you with insurance cover. The current period is shown on the most recent of your insurance schedule and renewal notice and any receipt we may send to you.



Policy means this booklet and your policy schedule.

Your **policy schedule** comprises the notices we give you which show the particular details and the current status of your policy. These notices are the most recent of your **insurance schedule** and **renewal notice**, and any **receipt** we may send you.

Your **insurance schedule** sets out the information you have given us on which we have based our decision to insure you as well as the individual details of your policy. We will send you an updated insurance schedule whenever you advise us of a change in this information or these details.

Site means those parts of the land at the insured address which are used for domestic or residential purposes **but not** 'common property' which is land or areas that people as well as those living with you are entitled to use, for example common property in a multi-dwelling development.

Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Theft means actual or attempted theft and burglary.

You and **your** mean the person or persons named as the insured on the most recent of your insurance schedule and renewal notice and members of your family.

Your family means the following people who normally live with you:

your spouse or partner,

your children, parents, grandparents, grandchildren, brothers and sisters,

the children, parents, grandparents, grandchildren, brothers and sisters of your spouse or partner.



The AAMI Consumer Appeals Service

What to do if you are not satisfied with us

Here is how the AAMI Consumer Appeals Service helps you if you are dissatisfied with the results of your dealings with AAMI.

1. Who do you talk to?

If you are unhappy with anything:

we have told you or done for you, or
that has been provided on our behalf,

please tell us. You can phone us on 13 22 44 or call in to an AAMI branch. Most times we will be able to sort the matter out to your satisfaction.

2. The AAMI Customer Ombudsman

However, if you are not satisfied with our response, you can ring, write to or email the AAMI Customer Ombudsman with the details. The AAMI Customer Ombudsman will respond to you within five working days of receiving your letter or email.

3. Appealing to the independent dispute resolution scheme

If you disagree with the AAMI Customer Ombudsman's decision, you can appeal to the Insurance Ombudsman Service. We will help you do this.

The Insurance Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 toll free or by email to ios@insuranceombudsman.com.au. You can also visit the IOS website at www.insuranceombudsman.com.au. There is no charge for this service.



4. Are any decisions binding on you?

You do not have to accept any decision AAMI or the IOS makes. You always have the option of seeking remedies elsewhere.

Any decision the AAMI Customer Ombudsman makes or the IOS makes is binding on AAMI, provided you also accept the decision.

How to contact AAMI

Telephone: 13 22 44 (24 hours a day, seven days a week).

How to contact AAMI Consumer Appeals

Telephone: 1300 130 794 (local call costs apply).

9am to 5pm EST Monday to Friday.

Fax: (03) 9529 1214.

Write to: The AAMI Customer Ombudsman, AAMI Limited,

PO Box 14180, Melbourne City Mail Centre, Victoria 8001.

Email: consumerappeals@aami.com.au

How to contact the Insurance Ombudsman Service

Telephone: 1300 780 808 toll free.

Email: ios@insuranceombudsman.com.au



We're here to help you
24 hours a day
every day of the year

13 22 44

aami.com.au

Customer Comment Line: 1300 360 361

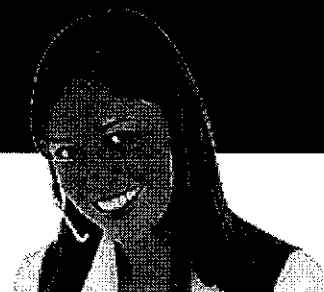
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AAMI



HOME CONTENTS INSURANCE POLICY

Product Disclosure Statement

AAMI





Where to find

Important information	3
What we cover – the contents	5
Where and how your contents are covered	7
General contents	8
Contents with limited cover	8
Extra Cover for portable valuables	12
What we cover – insured events	16
What we do not cover – general exclusions	22
Precautions that you need to take	24
What we will pay – new for old	25
Repairing or replacing your contents	25
The AAMI Home Repair Guarantee	26
What we do not pay for	27
Maintaining your contents	27
Other costs	27
What we cover – additional benefits	28
Accidental breakage	29
Accidental breakage when you are a tenant	29
Cover when you are changing homes	30
Damage to electric motors	31
Spoiled frozen food	31
Compensation for fatal injuries	32
What we cover – your \$10 million legal liability cover	33
What to do if you need to claim	36
Helping us pay your claim	36
What happens when you claim	36
Your responsibilities	39
Excesses	41
Important general information for you	42
What do we mean by that?	48
The AAMI Consumer Appeals Service	53



Important information

Your AAMI Product Disclosure Statement The AAMI Home Contents Insurance Policy

This Product Disclosure Statement provides information about the product we offer: the AAMI Home Contents Insurance Policy. When we agree to insure your contents, your policy comprises this booklet and your policy schedule which shows the detail of the policy particular to you. See page 51.

This Product Disclosure Statement was completed on 30 April 2007.

Our commitment to you

When you are an AAMI policyholder and you need to claim on your policy, our claims service will take away the stress and hassle. We are here to help you 24 hours a day, every day of the year.

If your contents have been damaged or stolen or someone is claiming against you, please phone us immediately on 13 22 44.

Please read this policy carefully and retain it so you can refer to it if required.

We rely on the accuracy of your information

When we agree to insure you, to renew or vary your policy, or to pay your claim, our decision relies on the accuracy of the information you give us. If that information is not accurate, we can reduce or deny any claim you may make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely the questions we ask about:

- you,
- your contents,
- any events that result in a claim on your AAMI policy.

When you receive your renewal notice, please carefully check the information it shows about you. If any of that information is incorrect or incomplete, please call us and we will update our records.



We also require you to ...

observe the conditions contained in your AAMI policy,
pay or agree to pay us the premium we charge and any excesses
that apply.

Some words in this policy have definite meanings

This policy uses words that have definite meanings. To make sure you are aware of these words and their meanings, please read 'What do we mean by that?' on pages 48 - 52.

**This policy does not cover some events,
circumstances and situations**

As you read through this policy, you will see there are some events, circumstances and situations it does not cover. To make sure you are aware of these exclusions, please read the whole policy carefully including the section 'What we do not cover – general exclusions' beginning on page 22.

See also 'Important general information for you' on pages 42 - 47.



What we cover - the contents

The contents we cover

The contents we cover are items primarily used for domestic or residential purposes, and which are:

- ordinarily kept at the site,
- not permanently attached to your home, and
- owned by you and your family or for which you are legally liable.

These are 'general contents' and 'contents with limited cover', as described on pages 8 - 12.

'Contents with limited cover' are items where we limit the amount we will pay for damage or loss. Items that are more valuable than the limits we apply may be able to be insured for their higher values. See pages 8 - 11.

Extra Cover at and away from your home is available for valuable, portable contents items such as clothing and jewellery. See pages 12 - 15.

When you are the tenant of a **freehold** property, your contents include any fixtures and fittings you are responsible for under the rental agreement and/or you own.

When you are the tenant or the owner-occupier of a **strata-titled** property, your contents include any fixtures and fittings you are responsible for under the rental agreement and/or you own and that are not insurable by the body corporate for the strata-titled development at your insured address.

Contents we do not cover

The contents we do not cover include:

- hedges (whether or not they form a fence), lawns, trees, shrubs, indoor and outdoor plants, flowers, garden beds or any other living material,

houseboats, watercraft (**other than** surfboards, sailboards, surf skis, canoes and kayaks), aircraft, caravans, trailers, mobile homes (fixed or free-standing), motor vehicles, motorcycles, minibikes, go-karts, golf carts, motorised vehicles of any other type (**other than** motorised wheelchairs) or the spare parts or accessories of any of these items,

fish, birds, pets or animals of any type,

stock in trade or samples, business or trade cash takings or business assets, plant or equipment for any type of business including any type of farming (other than 'home business equipment' and 'tools of trade and professional equipment' – see page 10),

unset precious and semi-precious stones,

unlicensed or unregistered firearms and firearms stored illegally at your home.





Where and how your contents are covered

Which contents?	Where are they insured?	What are they covered against?
General contents - see page 8.	At your home and at the site.	Damage or loss caused by the insured events listed on pages 16 - 21.
Contents with limited cover – see pages 8 - 12. When you have items in this class that are more valuable than the limits we apply, you may be able to insure them for their higher values as specified contents. An additional premium may be payable.	At your home and at the site.	Damage or loss caused by the insured events listed on pages 16 - 21.
Extra Cover for portable valuables – see pages 12 - 15. An additional premium is payable. When you have items in this class that are more valuable than the limits we apply, you may be able to insure them for their higher values as Extra Cover specified items. An additional premium is payable.	Anywhere in Australia and for the first 30 days when you are overseas.	Accidental damage or loss – see page 13.



General contents

General contents are items such as furniture and furnishings; fixed wall and floor coverings such as carpets, curtains and internal blinds; household linen and bedding; clothing; kitchen utensils; electrical and electronic equipment and appliances not permanently attached to any building or the site; outdoor garden furniture and equipment; sporting equipment.

General contents **do not** include 'contents with limited cover'. These are contents items where we limit the 'per item' and 'in total' amounts we will pay for damage or loss. See below.

Contents with limited cover

Contents with limited cover items are those where we limit what we will pay for any one claim. Increased cover may be available for items more valuable than the limits we apply. See 'Increased cover may be available for valuable items' on page 11.

Contents with limited cover – groups and items	Amount covered	
	Up to the amount shown for any one claim.	
	Limited cover unspecified items	Limited cover specified items
Cash, vouchers, certificates etc. Cash, money orders, gift vouchers, tickets, stamps (not in a set or collection), manuscripts, certificates of title, licences, registration papers, negotiable instruments or documents of any kind.	Up to \$200 in total.	Not available.



Contents with limited cover – groups and items	Limited cover unspecified items	Limited cover specified items
<p>Valuables, antiques, artwork, collections</p> <p>Jewellery, watches, other items containing precious metals and gemstones, bullion.</p> <p>Antiques (other than antique furniture).</p> <p>Paintings, prints, pictures, tapestry, figurines, sculptures, curios, decorative items made of china, porcelain, crystal or like material.</p> <p>Pair, set or collection of any kind (for example, bullion, cards, coins, crockery, cutlery, earrings, medals, stamps etc.).</p>	<p>\$5,000 in total; \$1,000 for each item; \$1,000 in total for each pair, set or collection.</p>	<p>Up to each specified item's insured value.</p> <p>Additional cover is available for jewellery and watches by insuring them under Extra Cover. See page 12.</p>
<p>CDs, DVDs and electronic files</p> <p>CDs, DVDs and electronic files such as software, music, and moving images, the purchase of which included a licence for use in that format.</p>	<p>\$1,000 in total including those which form part of a set or collection.</p>	<p>Up to each specified item's insured value.</p>
<p>Computer equipment</p> <p>Computers, printers and associated accessories.</p>	<p>\$7,500 in total.</p>	<p>Up to each specified item's insured value.</p>



Contents with limited cover – groups and items	Limited cover unspecified items	Limited cover specified items
Home business equipment Business furniture, electrical and electronic equipment ordinarily located in your home and used for office work.	\$10,000 in total.	Not available.
Personal medical equipment and aids Wheelchairs, artificial body parts, medical equipment, aids and accessories.	\$3,000 in total.	Up to each specified item's insured value.
Tools of trade and professional equipment Tools of trade and professional equipment used to earn any income (whether or not used in your current or former occupation or profession).	\$2,000 in total.	Not available.
Contents temporarily removed from your home Contents temporarily removed from your home but within a building within Australia in which you are temporarily residing are covered for damage or loss caused by an insured event.	25% of the contents amounts covered.	Not available.



Damage or loss to a 'contents with limited cover' item which we agree falls into more than one of the groups shown above can be claimed only against the group with the higher amount covered.

We do not pay for:

the cost of installing, replacing, recreating or rewriting software, records, working files, entertainment files or any other information on your computer or held elsewhere at your home other than the current purchase cost of proprietary CDs, DVDs and electronic files as provided for above under 'contents with limited cover'. See also 'Replacing CDs and DVDs' on page 26.

the cost of replacing, rewriting or recreating any information, records, manuscripts, plans, paper writings or any work that you had done in connection with your business or occupation,

damage or loss to home business and professional equipment while it is away from the site or which is not owned by you or for which you are not legally liable.

Increased cover may be available for more valuable items

When you have contents items in the above groups with replacement values higher than the limits we apply, you can tell us about them, and we may agree to insure them for their higher values as 'limited cover specified items' provided:

they are items and values we cover, and

you pay us any additional premium we may charge.

When we agree to insure them, your limited cover specified items will be shown together with their individual insured value on the most recent of your insurance schedule and renewal notice.

Damage or loss to a limited cover specified item can be claimed only against its specified item insured value **unless** we have agreed to also insure

it under Extra Cover (see below).

Any payment we make for specified items will be included in the contents amount covered.

Extra Cover for portable valuables

We offer Extra Cover for the portable items listed below.

	Extra Cover unspecified items	Extra Cover specified items
Clothing Personal clothing	Up to \$1,000 for each item, set or collection.	When you tell us about the items you want to specify and their value, and we agree in writing to cover them, we will pay up to the individual item's insured value.
Equipment for babies and young children Baby capsules, prams, children's car seats	Up to an overall limit between \$1,000 and \$5,000.	
Personal accessories Watches, jewellery, spectacles, sunglasses, binoculars, telescopes, opera glasses, toiletries Handbags, purses, wallets, briefcases, travel bags, suitcases, but not their contents	You choose the overall limit.	
Personal vision and sound equipment Portable still and motion cameras and photographic equipment, electronic music and diary systems but not any of these that are capable of being used as a telephone		
Sporting equipment and musical instruments		



When you pay us the additional premium we charge, Extra Cover insures these items:

for accidental damage or loss not already covered by this policy, when they are at and away from your home within Australia, and overseas for the first 30 days on each occasion you leave Australia.

Extra Cover insures your items collectively in the groups shown above as unspecified items. You can also insure more valuable items individually as Extra Cover specified items.

Insuring your items collectively – Extra Cover unspecified items

When you insure your items under Extra Cover, the per item and overall limits, shown above, are the most we will pay if they are damaged or lost. You can choose the overall limit from the options we offer.

The most recent of your insurance schedule and renewal notice will show the overall limit you have chosen.





Insuring your items individually – Extra Cover specified items

When you have more valuable items, you can insure them for their higher values as Extra Cover specified items provided:

- they are items and values we cover,
- we agree in writing to cover them, and
- you pay us the additional premium we charge.

When we agree to insure them, your Extra Cover specified items will be shown together with their individual insured value on the most recent of your insurance schedule and renewal notice.

Extra Cover claims

When your claim for damage or loss to any of the items you have insured under Extra Cover:

- your claim will proceed first against any other cover this policy may provide,
- if no cover is provided, or the cover provided is limited to an amount less than the value of your claim, your claim will also proceed against Extra Cover.

Where your claim proceeds against other cover and Extra Cover, our total payment will not exceed the replacement value of your lost or damaged items.


Any payment we make for Extra Cover claims will be included in the contents amount covered.



The Extra Cover excess shown on the most recent of your insurance schedule and renewal notice is only payable when your claim proceeds solely against your Extra Cover.

We **do not** pay for damage or loss to Extra Cover items when they belong to or are in the custody of anyone who is engaged in professional entertainment.





What we cover – insured events

This section describes under the heading:

Yes – the insured events you **are** covered for,

No – the conditions and exclusions that specifically apply to particular insured events.

Yes

You are covered for damage or loss to your contents while they are in your home or at the site, occurring during the period of cover, caused by the following events:

Animals and birds - the actions of animals and birds

Earthquake including subsidence and landslide caused by an earthquake.

Explosion

Fire (burning with flames).



No

You are not covered for:

Damage or loss caused by:

vermin, rodents or insects (including termites), domestic animals, animals and birds kept by you in your building or at the site, scrotching, chewing, tearing or soiling contents in the open air and within partially enclosed buildings of the site.

Damage or loss caused by tidal wave, tsunami, high tide or other actions of the sea.

Damage or loss caused by:

any process involving the application of heat where there was no flame, for example, cigarette burn marks or scorch marks are not covered,
soot and smoke where your building or the site has not been damaged by fire **unless** there was an occurrence within your building where no flame resulted but soot and smoke damage was caused.



Yes

Impact - sudden and unexpected impact of any:

motor vehicle, aircraft, watercraft or space debris,
object falling from a motor vehicle or aircraft,
falling tree or part of a tree,
aerial, mast or satellite dish which breaks or collapses.

Liquid escaping suddenly and unexpectedly from a:

water main, drain, fixed pipe, gutter, guttering, fixed tank or drain,
sink, basin, bath, shower, toilet or spa bath,
dishwasher or washing machine,
fixed heating or cooling system,
aquarium.

Malicious acts and vandalism – actual or attempted by persons who are not living with you.

Riot, civil commotion or labour disturbances

Storm and **rainwater** including stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

Storm means violent wind (including a cyclone or tornado),
thunderstorm or a heavy fall of rain, snow or hail.



No

Damage or loss resulting from:

liquid escaping slowly over a period of time where you could reasonably be expected to be aware of this condition.

The cost of repairing or replacing the item from which the water or liquid escaped.

Damage or loss caused if you or anyone living with you participated in the event.

Damage or loss caused by **flood**. **Flood** means the inundation or covering of normally dry land by water which:

escapes or overflows from, or

cannot enter, because it is full or has overflowed, or

is prevented from entering, because other water has already escaped or been released from it,

the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.



Yes

Theft – by persons who are not living with you.

Thunderbolt and lightning



No

Flood does not mean stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

The cost of cleaning or clearing debris from any pool or spa.

Damage or loss caused by water seeping into or otherwise entering your building due to:

- o defect or fault in the design, structure or construction of your building where you could reasonably be expected to be aware of the defect or fault,
- building alterations, renovations or additions.

Damage or loss caused by dust where your building has not been otherwise damaged by storm.

Damage or loss to a value of more than \$1,000 per event caused by theft of contents which were in:

- the open air at the site,
 - within motorised vehicles, caravans, campervans and camper trailers at the site,
 - any buildings or outbuildings that were not fitted with working locks, or partially enclosed buildings or areas of buildings such as carports, balconies, courtyards and verandahs.
-
-



What we do not cover – general exclusions

You are not covered under any section of the policy for damage, loss, cost or liability caused by or arising from or involving:

an unreasonable failure to properly maintain or repair your home or your contents,

wear and tear, rust, deterioration or corrosion,

mechanical, structural, electrical, electronic or other failure or breakdown, other than as provided for under 'Damage to electric motors' on page 31,

the action of light or atmosphere or climatic conditions or from any process of cleaning or restoration,

the use of sporting equipment and musical instruments,

mould, wet or dry rot, rising damp or dampness,

flood,

storm surge, being an increase in sea level that usually occurs with a severe storm or cyclone,

tidal wave, tsunami, high tide or other actions of the sea,


erosion or washing away of soil, earth or gravel,

the washing away or movement of the surface of any path or driveway which has a surface consisting of a loose material such as gravel, stone or dirt,

soil movement or settlement,

subsidence or landslide **unless** caused by the insured event of earthquake,

the moving, shifting or dislodging of any swimming pool or spa and their covers and liners, or any septic tank or other inground structure **unless** caused by the insured events of earthquake or impact,



the actions of trees, plants or their roots,
actions of insects (including termites) or vermin,
scratching, chewing, tearing or soiling by animals and birds kept in
your building or at the site,
the lawful taking or repossession of your contents, for example,
repossession by a finance company,
fraud or fraudulent means or devices used by you or anyone acting
on your behalf to obtain benefit under this policy,
deliberate or intentional acts committed by you or someone acting on
your behalf or any person living with you,
war, warlike activities or revolution including any looting or pilloing,
asbestos, asbestos fibres, or derivatives of asbestos in any form.

**You are not covered under any section of the policy
for damage, loss, cost or liability:**

directly or indirectly caused by, arising from, or connected with: the
use, misuse or existence of nuclear weapons; or the use, misuse,
escape or existence of nuclear fuel, waste or nuclear materials or
ionising radiation or contamination from such fuels, waste or materials;
or combustion, detonation, fission and/or fusion of nuclear fuel or
nuclear materials,

directly or indirectly caused by, arising from, or connected with actual
or threatened chemical or biological pollution or contamination; or
action taken by a public authority or any body authorised by a public
authority to prevent, limit or remedy such actual or threatened release,
pollution or contamination.

Precautions that you need to take

Precautions

You must at all times, and at your expense, take all reasonable precautions:

for the safety and protection of your contents and the site,

to prevent bodily injury or damage to property,

to prevent damage to your contents,

to ensure compliance with all statutory obligations, by-laws or regulations imposed by any public authority.

If you do not, we may reduce or refuse to pay any claim you may make.





What we will pay – new for old

Repairing or replacing your contents

When an insured event causes damage or loss to your contents during the period of cover, we will decide either to repair or replace your contents or to pay the cost of repairing or replacing them.

If we decide to repair or replace your contents:

- it will be with new materials or new contents,

- we will make reasonable endeavours to match materials and contents.

- Where this does not achieve an exact match, materials and contents that in our opinion match the damaged or lost contents as near as reasonably practicable will be used, except as provided for under 'Damage to fixed carpets, curtains and internal blinds' on page 26.

If we decide to pay the cost of repairing or replacing your contents:

- we will pay up to the contents amount covered shown on the most recent of your policy schedule and your renewal notice,

- our payment will not exceed any limits detailed in this policy and it will not exceed the contents amount covered, except as provided for under 'What we cover – additional benefits' on pages 28 - 32 of this policy,

- our payment will be the current retail price or the discounted price we may obtain, whichever is lower.

When the damage or loss to your contents is such that we decide to pay the amount covered and you are paying your premium in instalments, we will deduct the total unpaid balance of your annual premium from the payment we make.



Damage to fixed carpets, curtains and internal blinds

When we repair or replace damage to fixed carpets, curtains and internal blinds:

we also replace undamaged coverings if this is reasonably required to achieve a match with the repair or replacement of the damaged area, the repair or replacement is limited to the room, passageway, stairwell or functional area where the damage occurred.

Replacing CDs and DVDs

Because we will replace or pay to replace electronic files, when we replace or pay to replace CDs or DVDs that contain electronic files comprising computer software, music or moving images:

domestically-produced (or 'burned') CDs or DVDs will be replaced as blank media, or we will pay the cost of blank media,

commercially-produced CDs or DVDs will be replaced or we will pay the cost of purchasing replacement commercially-produced CDs or DVDs.

We do not cover the costs of replacing electronic files for which you do not have a licence.

The AAMI Home Repair Guarantee

The quality of workmanship and the materials used in any repair of your contents that we arrange and authorise will be guaranteed for the life of the contents.

If you are concerned about the quality of the repair of your contents, you must call us on 13 22 44. We will arrange with you to inspect the repair and we will arrange any necessary rectification work. You must not authorise any rectification work without our written authority.



What we do not pay for

We do not pay for:

the repair or replacement of undamaged contents or any undamaged part of them to match contents we have repaired or replaced, except as provided for under 'Damage to fixed carpets, curtains and internal blinds' on page 26,

any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection. We pay only for the repair or replacement of the item which was damaged or lost,

damage or loss on a 'new for old' basis for old contents which have passed their 'use by' date and are stored away. We pay the reasonable market value for these contents based on their age and condition at the time of the loss.

Maintaining your contents

We insure your contents on the condition that they and your home have been and will continue to be properly maintained and repaired.

If, when you claim for damage or loss, your contents and your home have not been properly maintained and repaired, we may reduce our payment or refuse to pay your claim.

Other costs

Our payment will include, where applicable, the following costs and these costs will be included within the contents amount covered. Where we decide to reimburse a cost you have incurred, our payment will not be more than the actual cost you incur.



Removal of debris

If the removal from your building of damaged or destroyed contents is necessary, we will pay the reasonable cost of the removal, and, at our option, make the necessary arrangements.

When your contents are removed for storage or repair

If your building is damaged or destroyed by an insured event, we will pay:

the reasonable cost and, at our option, make the necessary arrangements for any necessary removal and storage of your contents during the reasonable period for up to 12 months while your building is being rebuilt or repaired,

for any additional damage or loss to your contents caused by an insured event while they are at the place of storage or repair, provided the contents amount covered is not exceeded.

What we cover - additional benefits

For your further protection during the period of cover, we provide the following cover. Any payment we make will be additional to the contents amount covered and will include GST. Any excess on your policy applies if you claim against this cover.

Additional benefits	Page
Accidental breakage	29
Accidental breakage when you are a tenant	29
Cover when you are changing homes	30
Damage to electric motors	31
Spoiled frozen food	31
Compensation for fatal injuries	32



We help with...

Accidental breakage

We will either replace or pay the reasonable cost of replacing, when it is accidentally broken:

- any area of glass forming part of your furniture (including table tops, wall mirrors and free-standing lights).

We **will not** replace or pay for:

- any accidental breakage which has occurred while the item is outside your building,

- any area of glass or item which is already damaged or in on imperfect condition,

- the screen of any computer, television set or other type of visual display unit,

- any glass in a picture or photo frame, clock, radio, stereo or CD, video or DVD player,

- glass vases, ornaments or light globes.

Accidental breakage when you are a tenant

When you are insuring your contents in a home in which you are residing as a tenant, accidental breakage cover is extended to include the following when fixed to your home:

- any area of glass (including glass tint, if fitted),

- glass (but not light globes) in a fixed light fitting,

- basins, sinks, baths, shower bases, lavatory pans or cisterns.

We will also repair or replace or pay the cost of repairing or replacing the frame of any window, door or shower screen **but only** if this is necessary to enable the glass to be replaced.



We will not replace or pay for:

- any glass in a glasshouse or conservatory,
- any part of a fixed cooking or heating appliance (for example, the gloss top of a stove).

The most we will pay for this benefit is \$1,000 for each event.

Cover when you are changing homes

When you are changing your home within Australia, we will cover your contents up to the amount covered for damage or loss by an insured event:

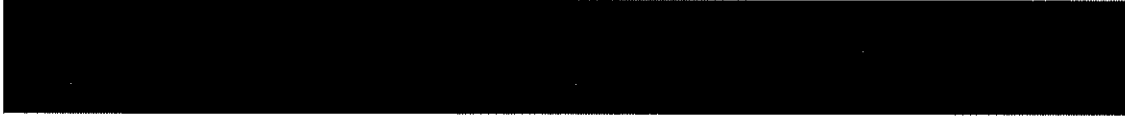
- at both your old and new homes for up to 14 days from the date you start moving your contents from your old to your new home.

We will provide this cover and continue to cover your contents at your new address after the 14 day period has expired when, before you begin moving your contents from your old to your new address, you tell us:

- your new address,
- the date you will move in, and
- any associated information we require.

When you provide us with the details we require, we will tell you whether:

- your new home is one at which we would normally insure contents,
- there is any difference in the terms and conditions of your contents policy as it applies to your new address, and
- there is any difference for the remainder of your period of cover in the premium payable for your contents at your former home and your new home.



If there is any difference in the premium, we will refund or charge you that difference.

Any refund we make will be less our reasonable charge for administrative and processing costs.

If we charge you and you do not pay the additional amount within 14 days of our notice, we may reduce the period of cover of your amended policy to match the amount you have already paid.

We **do not** cover your contents while they are in transit between your old and new addresses.

Damage to electric motors

We will pay the full cost of damage caused by electric current to an electric motor if the motor is less than 10 years old, and:

the motor is in a domestic appliance which forms part of your contents.

We **will not** pay if the damage is covered by a new product guarantee or warranty.

Spoiled frozen food

We will pay for spoilage of frozen food caused by:

accidental breakdown of your freezer where your freezer is less than 10 years old, or

failure of public electricity supply to your home **other than** because of industrial action.

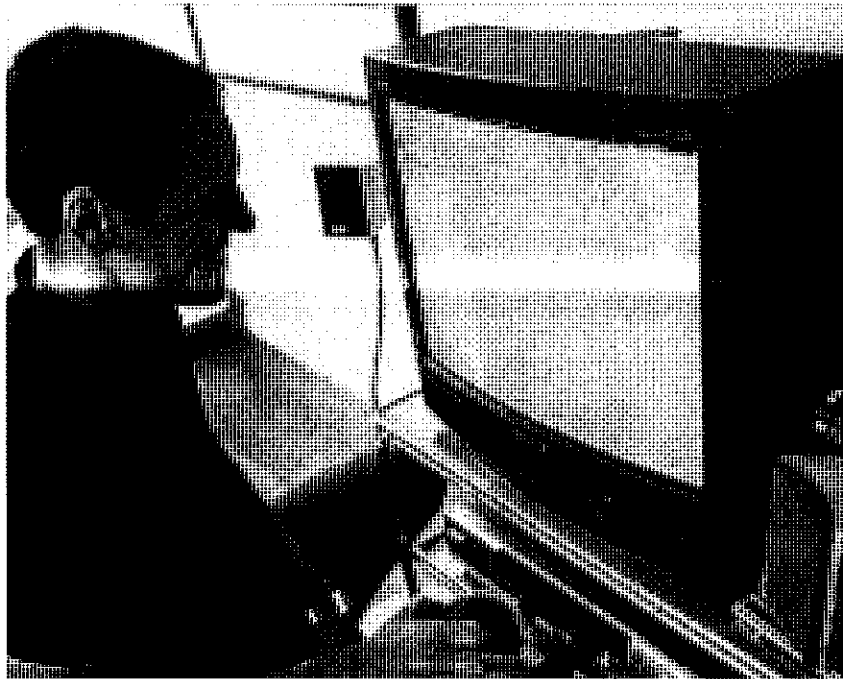
The most that we will pay for this benefit is \$400. No excess is payable.

Compensation for fatal injuries

If the person named as the insured in the insurance schedule, while in the home or at the site, is physically injured by:

- the violent attack of a burglar, or
- a storm, fire or lightning,

and if those injuries result in death, we will pay \$5,000 to the surviving spouse (legal or de facto) **but only** if he or she was residing with the insured at the time of the event. Otherwise, the \$5,000 will be paid to the insured's estate. Where the policy is in joint names, the most we will pay is still \$5,000 but, if necessary, a proportionate amount will be paid.





What we cover - your \$10 million legal liability cover

If you are the **owner of your home**, the cover only applies to accidents which happen in Australia and outside the boundaries of your site.

If you **rent** or **lease** your home or if your home is a **strata titled property**, then the cover applies to accidents which happen anywhere in Australia including at your home or the site.

When we will pay

We will cover you against your legal liability for all claims arising from an accident or a series of accidents arising from any one occurrence during the period of cover, causing:

- bodily injury or death to a person, other than you or your family or any person living with you, or

- damage to or loss of property, other than property which you or your family or any person living with you own or for which you or they are legally liable.

Our payment will not exceed \$10 million in total (including all legal and defence costs and GST).

When we will not pay

We do not provide cover for your legal liability arising from, or in connection with, or involving:

- any of the causes listed under 'What we do not cover' on pages 22 - 23,
- your occupancy or ownership of any residence, building, structure or land including your home building and the site **unless**

 - you rent or lease your home, or

 - your home is a strata-titled property, and

 - the legal liability arises from or involves the home or site at which you reside,



an event that you have organised or are legally responsible for, except where

you are the tenant of your home, or
your home is a strata-titled property, and
the event takes place within the site,

a legal liability which arises only because you have agreed to take that liability upon yourself,

a liability which arises only because you have admitted liability, things done intentionally or left undone intentionally by you, or any person acting on your behalf, with reckless disregard for the consequences,

lifts, cars, motorbikes, minibikes, vehicles, watercraft, aircraft (including gliders),

Vehicles **do not** include bicycles, motorised wheelchairs, golf carts or garden appliances which do not have to be registered.

an animal other than a domestic dog or cat,

vibration, or the removal of, or interference with the support of land, buildings or other property,

alterations, additions, repairs or redecorations of your building or the site where the total value of the works exceed \$20,000,

the transmission of any disease, contaminated body fluid or body product,

the consumption of alcohol or drugs, if your consumption of them caused or contributed to the accident,

employees or workers who are covered or should have been covered by Workers' Compensation or similar legislation and who, at the time

of the accident, were employed by you or any person living at your home,

the use of any part of your building or the site for business, trade, professional services, farming of any type, **but not:**

that part of the building used for performing office work, any business, trade, profession or occupation conducted or operated or undertaken:

by you or on your behalf,

by or on behalf of any person living at your home,

by or on behalf of any company, trust or other legal entity in which you or any person living at your home has an interest (legal, beneficial or otherwise),

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages however described.





What to do if you need to claim on your AAMI policy

If your contents have been damaged or lost or someone is claiming against you, please phone us immediately. We may require you to report the matter to the police.

You can call AAMI at any time on 13 22 44.

Our claims service will take away the stress and hassle by taking care of everything for you.

Helping us to pay your claim

When you can provide us with information such as documents, booklets and photographs showing and/or valuing your contents, you help us make speedy and accurate decisions regarding your claim and the repair or the replacement of your contents. This information helps establish ownership of property and its value and condition.

This information includes:

receipts, bank and credit card statements, agreements and reports, valuations and photographs (photographs do not have to be specifically of your contents; they may be easily identifiable in photos taken, for example, of personal events).

We may require this type of information. If you are unable to provide information of this type, that establishes ownership and value of the property in question and the value of your claim, then we may reduce or refuse to pay your claim.

What happens when you claim on your AAMI policy

When you tell us about the damage or loss to your contents, where necessary and as soon as possible, we arrange for our assessor to meet with you and confirm the full details of the damage or loss.



We discuss with you what is necessary to make good the damage or loss and then we will decide either to repair or replace your contents or pay the cost of repairing or replacing your contents up to the amount covered.

We ordinarily obtain independent, competitive quotes, from repairers and suppliers recommended by AAMI. If you want, you can choose a repairer or supplier to provide one of the quotes. We will review the quotes, including any quote from a repairer or supplier you choose, and what is necessary to properly repair or replace your contents. We will select the repairer or supplier who has submitted the more competitive and complete quote and that will be the repairer who repairs, or the supplier who replaces, your contents.

We have your contents repaired or replaced, keeping you informed all the way along.





What happens to your policy when you claim?

When we establish that...		What happens to your policy
the damage or loss is less than your contents amount covered, we decide either to ...	repair or replace your contents. or to pay the cost of repairing or replacing your contents.	Your policy continues for the remainder of the period of cover.
the damage or loss is likely to be greater than your contents amount covered, we decide to ...	pay the amount covered for your contents.	Your contents cover including the legal liability cover it provides comes to an end. We also pay, where relevant, any outstanding additional benefits. Because our payment meets all our obligations to you in full, there is no refund of any portion of the premium. If you wish to reinstate your contents cover, please call us on 13 22 44.



When you claim on your policy, your responsibilities include

Preventing further damage or loss

Following an event that is likely to result in a claim, you must take all reasonable precautions to prevent any further damage, loss, cost or liability.

Allowing us access

You must provide us with access to your building and the site to inspect damage or loss; arrange quotations, repair or replacement; and undertake progress inspections if required.

Obtaining our written authority for the repair of your contents

You must not authorise the repair of your contents, apart from emergency repairs, without our written permission.


Obtaining our written consent

You must not make any admissions or settle any claims without our prior written consent.

Giving assistance – information, notices, negotiating, defending and settling claims

You must give us the information and assistance we reasonably request in evaluating the cause, extent and value of any claim. This may include:

- providing us with full details of the claim in writing,
- providing valuations, receipts or other evidence of ownership,
- providing written statements,
- providing other relevant documents,



undergoing an interview or interviews about the circumstances of the claim,

appearing in court and giving evidence.

You must assist us to recover any part of the claim from the person responsible for the accident or event which results in a claim.

You must promptly deliver to us any relevant letters and notices that come into your possession.

You must tell us if you become aware of any demands, court proceedings or offers of settlement.

We shall be entitled, but not obliged to defend or represent you in any legal proceedings relating to an accident or event which may give rise to a claim against us and to control, settle and deal with those proceedings as we see fit.

We will pay the legal and other reasonable related costs of defending any claim made against you, provided we appoint the solicitors who will defend the claim and we have told you in writing that we will pay their costs.

You must assist us in all our endeavours to negotiate, defend or settle any claim made under this policy and to exercise for our benefit your legal right of recovery against any other party (including a party involved in making good any damage or loss).

If you fail to assist us, or do not abide by any of these terms, we may reduce or refuse to pay your claim or be entitled to recover from you any monies paid under the claim.



Excesses

Excesses

An excess on your policy is the amount that you must first contribute towards each claim. If your claim is for more than one occurrence, the excess applicable to each occurrence will be payable.

The excesses that apply to your policy will be shown on the most recent of your insurance schedule and your renewal notice. When you make a claim we may require you to pay the excesses or we may deduct the excesses from any payment we make. We will tell you when and how the excesses are to be paid or deducted.

When an unoccupied excess is payable, it will be additional to any other excesses that apply to your claim.

Unoccupied excess

Your contents are at greater risk of damage or loss when your home is unoccupied for a lengthy period.

Because of this extra risk, if you claim for damage or loss to your contents:

which occurs after your home building has been unoccupied for 60 continuous days,

an additional compulsory excess is payable.

What happens when your building and contents are insured with AAMI

When your building and contents are insured with AAMI and the event leading to your claim is for damage or loss to both, whichever is the higher of your total building and your total contents excesses, including any Flexi-Premium excesses, will be payable.

AAMI Flexi-Premiums™

With AAMI Flexi-Premiums™, the higher the excess you choose, the bigger the discount on your premium. Please call 13 22 44 for full details.



Important general information for you

You can contact us:

By phone: Call 13 22 44 (24 hours a day every day of the year).

Via the internet: aami.com.au

By mail: PO Box 14180, Melbourne City Mail Centre, Victoria 8001.

In person: Call 13 22 44 for the address of the closest AAMI branch or customer service centre.

Cover your contents for their current replacement cost

We will pay up to the amount covered to replace your contents at their current cost if they are destroyed or damaged beyond repair by an insured event.

Therefore it is in your own best interests to ensure the amount covered - the insured value you decide upon for your contents - is accurate when you first insure them and each time you renew your policy.

To help you do this, AAMI provides a contents value calculator that you can access at the AAMI website aami.com.au or by calling AAMI on 13 22 44.

Inflation protection

AAMI automatically adjusts the amount covered for your contents at the end of each period of cover to account for inflationary trends.

When we quote you a premium

When we quote you a premium for AAMI home contents insurance, the factors we take into account include:

- the value of your contents,
- our experience of the incidence and cost of contents claims,
- the value of the benefits we include in your cover,



- your insurance history,
- the insured address (the address where your contents are located),
- the cost of providing legal liability cover,
- our costs of providing and administering this policy,
- whether you pay your premium in instalments,
- any discounts that apply because of your particular circumstances.

Government taxes and charges are included in the premium we quote.

Secure contents

When your contents are protected by additional security at your building, we reward this with a lower premium.

The security measures we take into account in deciding your premium discount are:

- deadlocked external doors,
- keyed locks on all accessible windows,
- a local burglar alarm,
- a back-to-base burglar alarm,
- only electronic access (key pad or card) to the site or building,
- video surveillance of access to the site or building,
- doorman, security guard or security patrol.

Please call AAMI on 13 22 44 for further details.

Paying your premium

The notices we issue at the commencement and each renewal of your policy show the various payment methods available to you.



Paying by instalments

You may also be eligible to pay in regular instalments by direct debit. The total premium we charge is higher when you pay in instalments than when you pay one sum annually.

Your responsibilities when paying by instalments

When paying by instalments:

- you must be an authorised signatory on the account nominated for your direct debit payments,

- you must ensure that your nominated account can accept direct debits and has sufficient funds to meet each payment at each due date,

- your financial institution may also apply its own fees (including dishonour fees). Those fees are your responsibility.

What happens if your instalment remains unpaid?

AAMI may cancel your policy without notice if an instalment payment remains unpaid for one month or more.

Any claims arising after the due date may be refused.

Changing your instalment payments

If you wish to change or cancel your direct debit arrangements, you need to contact us at least seven days before the debit day.

If you cancel the debit completely, you will need to arrange for another way to pay us your premium, to ensure you remain covered.

Important things to remember when paying by instalments

When you first commence your direct debit payments, or when you change your account details, it may take up to 14 days for us to first debit your account.



If you believe that we may have incorrectly debited your account, please contact us on 13 22 44.

When you claim on your policy and we decide that the damage or loss to your contents is so extensive that we decide to pay the amount covered, we will deduct the total unpaid balance of your annual premium from the payment we make.

Government taxes and charges

AAMI shows on receipts any government taxes and charges such as GST, Stamp Duty and Fire Service Levy allocation included in insurance premiums.

GST

Any amounts we pay and any excesses we require under this policy include GST.

Renewing your policy

When we offer to renew your policy:


- we will send you a notice before the policy expiry date,

- we will tell you in writing if there are any changes to the policy. Changes that benefit you apply from their introduction. Changes introducing limitations apply from the policy's renewal,

- we may require an additional premium if you make a claim in the short period between the time we calculated the renewal premium and the expiry of your policy. If the additional premium is not paid, we may reduce the period of cover to match the reduced amount paid.

Cooling off period and cancelling this policy

Federal law provides that you can cancel this policy within 14 days of its purchase. AAMI allows you to cancel your policy at any time.



In both cases, we will refund you the unexpired portion of the premium less any cancellation processing charge to cover the reasonable administrative and transaction costs incurred by AAMI. To cancel your policy, please call AAMI on 13 22 44.

We can only cancel your policy by giving you written notice in accordance with the Insurance Contracts Act 1984.

Joint policyholders

When you insure your contents in the names of more than one person, each person is a joint policyholder and is able to make changes that we agree with to the policy.

Contents cover for landlords

We provide a separate policy for landlords who rent their property fully or partly furnished for domestic residential purposes. Please ask us about the AAMI Landlord Policy.

The privacy of your personal information

We are committed to protecting the privacy of your personal information. That commitment is reflected in the AAMI Customer Charter and in our compliance with the National Privacy Principles. For further information, please visit our website aami.com.au or call us on 13 22 44 for a copy of our 'AAMI and Your Personal Information' brochure.

AAMI's Customer Charter

We are committed to always provide you with the highest standard of service. The AAMI Customer Charter is a written document containing service and reporting promises which we are bound to deliver. In fact, we impose a penalty on ourselves if we fail to do so.

This unique Charter was drawn up through consultation with our staff, our customers and industry regulators, and is reviewed annually. Compliance



with our promises is independently audited every year and the results are reported publicly.

The AAMI Customer Charter, introduced in 1996 was Australia's first general insurance customer charter, and indeed, first retail customer charter. The Charter is your guarantee that we're always striving to deliver the best in customer service.

The AAMI Consumer Appeals Service

If you are unhappy with anything we have told you or done for you, we want you to tell us about it. If we cannot resolve the matter to your satisfaction, other appeal services are available to you. See page 53 for full details.

The General Insurance Code of Practice

AAMI is a signatory to the General Insurance Code of Practice which sets out a commitment by the general insurance industry to raise standards of service and to promote better relations between customers and insurers.

The Code describes standards in areas such as buying insurance, claims handling, responding to catastrophes and disasters, information and education and dispute resolution. The Code was introduced in 1995 with the backing of consumer groups, the federal government, insurers and the Insurance Council of Australia.

More information on the Code, or a copy of the Code, can be obtained from the Insurance Ombudsman Service (IOS). You can contact the IOS on 1300 780 808 (local call cost), or you can access the Code at codeofpractice.com.au.



What do we mean by that?

AAMI, we, us, and our mean Australian Associated Motor Insurers Limited (ABN 92 004 791 744).

Accident means an accident or a series of accidents resulting from any one occurrence.

Amount covered is the most we will pay, less any excess, for any accidental loss and damage to your contents covered by your AAMI policy occurring during the period your contents are insured with us. The amount covered includes GST. The current amount covered is shown on the most recent of your insurance schedule and your renewal notice.

Building means the dwelling and other structures at the site used for domestic or residential purposes. It includes:

- outbuildings and permanent structural improvements,
- fixtures and fittings that:


- are permanently attached to the building or the site,
 - are stored at the site in a building capable of being locked while awaiting installation.

- that part of the building used for performing office work, services, whether above or below ground, that are your property or for which you are liable,
- any jetty at your site used only for domestic purposes.

It excludes:

- fixed wall and floor coverings such as carpets, curtains and internal blinds,

- any part of the home building or the site used for conducting a business, trade, professional services, or farming of any description,



any part of the building or other structures at the site that cannot be locked because that building or structure or part of it is being altered, renovated or rebuilt,

o temporary building or structure or o building or structure in the course of construction,

houseboats, watercraft, caravans, mobile buildings (fixed or free-standing), motorised vehicles of any type and the parts and accessories of any of these items,

the loose surfaces of tennis courts, driveways and paths,

hedges (whether or not they form a fence), lawns, trees, shrubs, plants, flowers, garden beds or any other living material.

Collection or set is a group of items of sufficiently common type, appearance or nature that:

they reasonably belong together, or

the group is devalued if one or more of the items is lost or damaged.

Contents. See pages 5 - 15 for the contents that are and are not covered under this policy.

Cover and covers mean the protection provided by your policy.

Damage and loss.

Damage means actual physical damage to your contents.

Loss or lost means your contents or a part of your contents being destroyed, stolen or damaged beyond economical repair.

Loss **does not** mean items being accidentally misplaced.

Endorsement means a special condition that applies to your policy. Any endorsements to your policy are shown on your insurance schedule.



Excess. An excess on your policy is the amount that you must first contribute towards each claim.

Fire means burning with flames.

Fixtures and **fixtures** means items used for domestic and residential purposes, and which are permanently attached to your home building or the site.

Flood means the inundation or covering of normally dry land by water which:

escapes or overflows from, or

cannot enter (because it is full or has overflowed), or

is prevented from entering (because other water has already escaped or been released from it),

the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.

Flood **does not** mean stormwater runoff from areas surrounding the site or water escaping from any water main, pipe, street gutter, guttering or surface.

Home means the buildings described above.

Insured address means the address at which your contents are located.

Insured event. The occurrences we have listed on pages 16 to 21 which cause damage or loss to your contents.

Living with you. Any person normally living or staying in your building or at the site.

Lot and **unit** mean an area which is used for domestic or residential purposes that is shown on the plan for the Strata Titles Act or similar



legislation applying where the lot or unit is located.

Plan means the plan of subdivision describing the area of land at the insured address created under the Strata Titles Act, Subdivision Act or similar legislation applying where the lot is located.

Occupied means you are living or staying in your home or another person is with your consent.

Period of cover means the current period for which we have agreed to provide you with insurance cover. The current period is shown on the most recent of your insurance schedule and renewal notice and any receipt we may send to you.

Policy means this booklet and your **policy schedule**.

Your **policy schedule** comprises the notices we give you which show the particular details and the current status of your policy. These notices are the most recent of your **insurance schedule** and **renewal notice**, and any **receipt** we may send you.

Your **insurance schedule** sets out the information you have given us on which we have based our decision to insure you as well as the individual details of your policy. We will send you an updated insurance schedule whenever you advise us of a change in this information or these details.

Rental agreement means the agreement between you and your landlord or your landlord's agent which sets out the terms and conditions of the tenancy.

Site means those parts of the land at the insured address which are used for domestic or residential purposes **but not** 'common property' which is land or areas that people as well as those living with you are entitled to use, for example common property in a multi-dwelling development.

Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Tenant means all the persons named in the rental agreement and their family provided that they are normally living at the insured address.

Theft means actual or attempted theft and burglary.

You and **your** mean the person or persons named as the insured on the most recent of your insurance schedule and renewal notice and members of your family.

Your family means the following people who normally live with you:

your spouse or partner,

your children, parents, grandparents, grandchildren, brothers and sisters,

the children, parents, grandparents, grandchildren, brothers and sisters of your spouse or partner.





The AAMI Consumer Appeals Service

What to do if you are not satisfied with us

Here is how the AAMI Consumer Appeals Service helps you if you are dissatisfied with the results of your dealings with AAMI.

1. Who do you talk to?

If you are unhappy with anything:

we have told you or done for you, or
that has been provided on our behalf,

please tell us. You can phone us on 13 22 44 or call in to an AAMI branch. Most times we will be able to sort the matter out to your satisfaction.

2. The AAMI Customer Ombudsman

However, if you are not satisfied with our response, you can ring, write to or email the AAMI Customer Ombudsman with the details. The AAMI Customer Ombudsman will respond to you within five working days of receiving your letter or email.


3. Appealing to the independent dispute resolution scheme

If you disagree with the AAMI Customer Ombudsman's decision, you can appeal to the Insurance Ombudsman Service. We will help you do this.

The Insurance Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 (local call cost) or by email to ias@insuranceombudsman.com.au. You can also visit the IOS website at insuranceombudsman.com.au. There is no charge for this service.

4. Are any decisions binding on you?

You do not have to accept any decision AAMI or the IOS makes. You always have the option of seeking remedies elsewhere.



Any decision the AAMI Customer Ombudsman makes or the IOS makes is binding on AAMI, provided you also accept the decision.

How to contact AAMI

Telephone: Call 13 22 44 (24 hours a day, seven days a week).

How to contact the AAMI Consumer Appeals Service

Telephone: 1300 130 794 (local call cost).

9am to 5pm EST Monday to Friday.

Fax: (03) 9529 1214.

Write to: The AAMI Customer Ombudsman, AAMI Limited,
PO Box 14180, Melbourne City Mail Centre, Victoria 8001.

Email: consumerappeals@oami.com.au

How to contact the Insurance Ombudsman Service

Telephone: 1300 780 808 (local call cost).

Email: ios@insuranceombudsman.com.au



code 1464P077

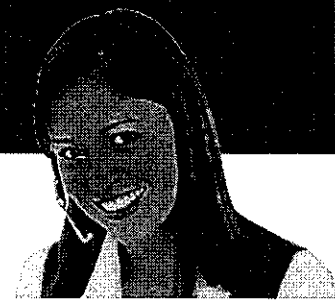
We're here to help you
24 hours a day
every day of the year

13 22 44

aami.com.au

Customer Comment Line: 1300 360 361
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AAMI



ANNEXURE 2

ATTACHMENT 1

POLICY DETAIL SCREENS

AAMI Standard Session

File Edit Connection Setup Macro Views Help

Print Copy Paste Terminal Color Keyboard Keys Buttons Play Record New Action Stop Help

Selection	Item	Class	POLICY	OPTION USER
			Sub class	Policy
Client	Agent	2395	AAMI EAST BRISBANE	
Status	Reason		Complete Locked by User	
Insured MRS REBECCA CHAMBERS MR JULIAN CHAMBERS				
T/AS			Manual	Rerate 1
Contact			Manual	Rerate 2
			Manual	Rerate 3
Co Issue	01	AAMI	State	41 STH QLD
Rep	9945		St Issued	41 STH QLD
Effect	5/06/2011	0:00	Due Date	5/06/2012 0:00
Not Typ	N		Notice To	C INSURED
Review	A	Messages Y	Bus Scree	
Canc/Decl	N	Imp Ex N	Endorse N	S/Endorse N Business N Form
Instal Frq	M	/ MONTHLY	Pol Fee	0.00
Instal Plan	MTHA	Hold Inst N	Delay Next Debit:	N Debit Day 5 ITC % -0.00
Instal Amt	106.78		Account Name	REBECCA CHAMBERS
BSB Id		Account No		Cred Card

PF 1 HELP - 3 PREV 5 SUSP 7 END 8 END 10 LOCK 11 MENU 12 MAIN CL EXIT

03/012

AAMI Standard Session

File Edit Connection Setup Macro Views Help

Print Copy Paste Terminal Color Keyboard Keys Buttons Play Record New Action Stop Help

Selection	Item	Class	POLICY	OPTION USER
			ITEM 0001	Policy
			Sub class	
Flexi Excess	300	Standard Excess	100	
Rating/Years	02 / 0			
Bldg Type	H HOUSE	NH Levels		Common Property N
Bldg Const	AC CLADDING	Roof Const	I IRON	
Occupied As	O OWNER	Discount Type		H1
Prev Insur	39	AAMI Assoc		
Risk Description HOME BUILDING				
NCB Reviewed	5/06/2011			
Trust Class.	N	Business Use	N	Window Locks N
Window Bars	Y	Deadlocks	Y	Alarm Type NO
Video Surveillance	N	Security Guard	N	Electronic Access N
Claimed	Y			

PF 1 HELP 3 PREV 5 SUSP 10 LOCK 11 MENU 12 MAIN CL EXIT

03/012

POLICY DETAIL SCREENS

POLICY ENQUIRY ITEM LIST POLICY					OPTION
Selection	Item	Class	Sub Class	Policy	USER
No	cls	sub	Item	Description.	Sum Insured
				St Situation	
1	HOM	BLD	HOME BUILDING	SOUTH QUEENBOROUGH PDE KARALEE 4306	CRC
2	HOM	CTS	HOME CONTENTS	SOUTH QUEENBOROUGH PDE KARALEE 4306	74550
3	HOM	PVS	EXTRA COVER	SOUTH QUEENBOROUGH PDE KARALEE 4306	5000
4	HOM	PVS	EXTRA COVER	SOUTH QUEENBOROUGH PDE KARALEE 4306	1000

PF 1 HELP 3 PREV 5 NEXT 7 END 8 FSD 10 LOCK 11 BRDU 12 MAIN CL EXIT
 MA 03/012

AAMI Standard Session

File Edit Connection Setup Macro View Help

Print Copy Paste Terminal Color Keyboard Keys Buttons Play Record New Action Stop Help

CLAIM ENQUIRY - CLAIM DETAILS

OPTION USER

Selection ___ Sel Claim No _____ Locked by User

Service Category A - ASSIST(LNK)-ASSESS(CLT MGT)-PYMNT-RCVR

Claim No _____ Status FINAL Complete Ind C COMPLETE

Policy No _____ Class HOM subclass BLD Coy 1 St 41 Br 4112

Corp Cust AAMI Ref _____ Cost Centre 41

Client 124989293 MRS REBECCA CHAMBERS

MR JULIAN CHAMBERS

T/As _____ Inv Addr _____

Nature Code ST STORM & RAINWATER Complete Dte 12/01/2011

Claim Desc DUE TO THE STORM MY HOUSE WAS FLOODED

Date Loss 11/01/2011 Time of loss 12:30 Date Reportd 12/01/2011

Catastrophe H115 Incident BPay

User Resp QHST1 Branch Resp 4112 Cust Ref _____

Orig Est 3089 Created 12/01/2011 Finalised 12/05/2011

Last Trans 12/05/2011 Reopened Reinstated

Highlight F/shts Prtd Est Recov OS

Totals	Gross	Local	Treaty	Net	Excess/Loss
Est o/s	0.00	0.00	0.00	0.00	
Paid	1529.00	0.00	0.00	1529.00	
Cost	1529.00	0.00	0.00	1529.00	

PF 1 HELP 3 PREV 5 SUSP 10 LOCK 11 MENU 12 BATCH CL EXIT

M&M 06/020

AAMI Standard Session

File Edit Connection Setup Macro View Help

Print Copy Paste Terminal Color Keyboard Keys Buttons Play Record New Action Stop Help

Home - Claim Details

OPTION USER

AAMI Claim Loss Date 11 01 2011 USER

Selection: _____ HON: BLD

Customer: R & J CHAMBERS

Risk Addr: SOUTH QUEENSBOROUGH PDE KARALEE 4306

Occupied As 0 OWNER Business Use N

Event Desc

DUE TO THE STORM MY HOUSE WAS FLOODED

Nature Code1 ST STORM & RAINWATER Nature Code2 _____

Injuries _ Occurred Between 11 01 2011 12 30 and 11 01 2011 12 30

Reported By IO INSURED OWNER REBECCA CHAMBERS

PF 1 HELP 3 PREV 5 SUSP 10 LOCK 11 MENU 12 BATCH CL EXIT

M&M 03/013

CLAIM ENQUIRY - CLAIM DETAILS

OPTION _____

USER NOPEU

Selection ___ Sel Claim No _____

Locked by User

Service Category A - ASSIST(LNK)-ASSESS(CLT MGT)-PYMNT-RCVR

Claim No [REDACTED] Status FINAL Complete Ind C COMPLETE

Policy No [REDACTED] Class HOM SubClass BLD Coy 1 St 41 Br 4112

Corp Cust AAMI Ref Cost Centre 41

Client [REDACTED] MRS REBECCA CHAMBERS

MR JULIAN CHAMBERS

T/As

Inv Addr

Nature Code ST STORM & RAINWATER Complete Dte 12/01/2011

Claim Desc DUE TO THE STORM MY HOUSE WAS FLOODED

Date Loss 11/01/2011 Time of loss 12:30 Date Reportd 12/01/2011

Catastrophe H115 Incident BPay

User Resp QHST1 Branch Resp 4112 Cust Ref

Orig Est 3089 Created 12/01/2011 Finalised 06/09/2011

Last Trans 06/09/2011 Reopened RE 05/09/2011 Reinstated

Highlight F/shts Prtd Est Recov OS

Totals	Gross	Local	Treaty	Net	Excess/Loss
Est O/S	0.00	0.00	0.00	0.00	
Paid	2629.00	0.00	0.00	2629.00	
Cost	2629.00	0.00	0.00	2629.00	

PF 1 HELP 3 PREV 5 SUSP 10 LOCK 11 MENU 12 MAIN CL EXIT

Home Claim Policy Details

OPTION _____

PAGE 1 OF 1

USER [REDACTED]

Selection _____ Corp Cust AAMI Cost Cntr 41

CLIENT Type CT

Insured: MRS REBECCA CHAMBERS

MR JULIAN CHAMBERS

Address: PO BOX [REDACTED] MOUNT CROSBY 4306

Phone [REDACTED]

RISK Address: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

POLICY Class HOM

Policy	[REDACTED]	Category	POLICY
Inception	05/06/2006	Prev Insurer	39 NRMA
Due Date	05/06/2011	CanReas	
Paid to	04/02/2011	Pay Status	Freq M - CALENDAR

Sub	Class	SumIns	Eff Date	Rating/	Date	Premium	Auto Cancel
				Yrs	Reviewed	Prem	Reason
BLD	CRC	05/06/2010	01 / 01	05/06/2010	630.00	Y	
CTS	74350	05/06/2010	01 / 04	05/06/2010	339.00	Y	
PVS	1000	05/06/2010	01 / 04	05/06/2010	54.00	Y	
0108 - END OF SELECTED RANGE							
PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT							

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER NOPEU

Selection: ____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _ _ _ _ _ ***** TOP OF DATA *****

00001 12/01/2011

00002 [REDACTED] CA AH MELB

00003 /////

00004 13012011:

00005 . MRS IO RANG TO ADV THEY HAVE BEEN ABLE TO ACCESS THEIR FLOODED
00006 HOME, THE ROOF IS OFF AND ONE WALL IS BADLY DAMAGED

00007 . IO REQUESTED ACCOMMODATION

00008 . IO ADV SHE LIVES ON THE RIVER, DID ADV IO THAT AAMI DOES NOT

00009 COVER FLOOD BUT ASSESSOR WILL ATTEND TO ADV IF COVERED - IO WAS

00010 SHOCKED AS SHE ADV THE ORIGINAL OPERATED STATED 99.9% THAT SHE

00011 WOULD BE COVERED

00012 . REFERRED TO TSO [REDACTED] WHO AUTH FOR EMERG ACCOMMODATION

00013 . DD NOOUT AND COMPLETED LIDO GROUP FORM

* 00014 [REDACTED] NSW CA

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: ____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _ _____

* 00015

00016 13.01.2011

00017 SPOKE WITH LIDO - ONLY AVAIL ACCOM IS ON GOLD COAST

00018 CHECKED INTERNET - IPSWICH IS CURRENTLY CUT OFF FROM GOLD COAST

00019 CALED IO - IO CURRENTLY AT A FRIENDS HOME

00020 IO WILL CALL BACK ONCE ABLE TO LEAVE IPSWICH

00021 ---- PLEASE ORGANISE ACCOMODATION WONCE IO CALLS BACK ----

00022 PLEASAS ASK/CONCIDER:

00023 - IO WANTING ACCOM ON SUNSHINE COAST NEAR PARENTS

00024 - IO HAS NIL TRANSPORT - PLS ASK HOW IO IS PLANNING
TO GET TO SUNSHINE COAST

00026 - IO AWARE ACCOM CAN BE BOOKED ON GOLD COAST (LIDO)

00027 - ASK IO IF PARENTS ARE AWARE OF ANY AVAIL ACCOM IN

* 00028 THEIR AREA - IO/IO PARENTS CAN BOOK AND WE CAN

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: ____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _ _ _ _ _

* 00029 SEND AUTHORISATION IF THEY KNOW OF SOMEWHERE AVAIL
00030 - IO HAS A SMALL DOG (JACK RUSSELL)
00031 [REDACTED] CA NSW
00032 ...
00033 14/01/2011
00034 MS IO CALLED TO ADVICE THAT THE AREA HAS BEEN OPENED UP
00035 AND THAT SHE WOULD LIKE TO GET EMERGENCY ACCOMODATION.
00036 (AS PER ABOVE MESSAGES)
00037 CONTACTED LIDO, LEFT MESSAGE FOR CALL BACK.
00038 IO ALSO ADVISED THAT SHE WILL DO SOME RESEARCH FOR ACCOMODATION IN THE
00039 AREA AND WILL CALL AAMI WITH DETAILS.
00040 IO QUERIED THE NUMBER OF DAYS THAT THE ACCOMODATION HAS BEEN APPROVED
00041 FOR, REFERRED THE CLAIM BACK TO THE TSO THAT APPROVED THE ACCOMODATION
* 00042 [REDACTED], WHO ADVISED THAT SHE OR THE CM WILL CALL THE CUSTOMER

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: ____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _ _ _ _ _

- * 00043 BACK TO DISCUSS THE POLICY AND CLAIM AS FLOOD IS AN EXEMPTION UNDER
- 00044 THE TERMS OF THE POLICY
- 00045 [REDACTED]
- 00046 *****
- 00047 14.01.2011
- 00048 ATT TO CALL IO 11:40
- 00049 NIL ANSWER - LM ASKING IO TO CALL BACK / ADVISING I WILL CALL BACK
- 00050 ----- PLEASE READ -----
- 00051 IO HAS BEEN PREVIOUSLY OFFERED ACCOMODATION
- 00052 AS THIS CLAIM IS LIKLY TO BE CONSIDERED 'FLOOD' NO POLICY BENIFITS ARE
- 00053 TO BE AUTHORISED ON THIS CLAIM UNTILL ASSESSED (ACCOM/EM SEC/FUNDS)
- 00054 IF IO CALL BACK WE NEED TO EXPLAIN TO IO THAT AT THIS STAGE CLAIM HAS
- 00055 NOT BEEN ACCEPTED AND NIL BENIFITS CAN BE EXTENDED AT THIS TIME
- * 00056 PLEASE ADVISE IO THAT HER CLAIM HAS BEEN PASSED TO MANAGEMENT TO ORG

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00057 FIRST POSSIBLE ASSESSMENT.

00058 IF ANY ISSUES - PLEASE REFER/PASS CALL TO TSO OR LEADER

00059 [REDACTED] CA NSW

00060 ...

00061 14.01.2011 INBOUND FROM MRS IO

00062 -I ADV AS PER ABOVE MSG FROM CA, WE ARE UNABLE TO PROVIDE WITH

00063 ANY EM ACCOMODATION OR BENEFITS AT THE MOMENT, AS HER CLAIM WILL

00064 BE ASSESSED, AS LOOKS LIKE HER WILL BE CONSIDERED FLOOD, POLICY

00065 DOESNT COVER FLOOD, HOWEVER MANAGEMENT IS AWARE OF HER SITUATION

00066 AND WILL ORGANISE ASSESSOR AS PRIORITY

00067 - I ADV IO THERE IS NO TIME FRAME AT THE MOMENT ON WHEN ASSESOR

00068 WILL ATTEND

00069 [REDACTED] NSYD HOMECLAIMS

* 00070 *****

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED]

Loss Date 11 01 2011 USER [REDACTED]

Selection: ____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: ____

* 00071 *****

00072 17.01.2011

00073 INTRO CALL INCOMPLETE WIRH IO.

00074 - LMTCB ON MOB AT 12:37P.M

00075 - NEED TO ADV OF \$400XS

00076 - NEED TO CONF, AS PER ABOVE MSG'S, NO BENEFITS/TEMP. ACCOM

00077 CAN BE OFFERED UNTIL CLAIM ASSESSED FOR CLAIM COVERAGE

00078 - NEED TO ADV IO AAMI IS NOT AWARE IF THIS CLAIM WILL BE

00079 COVERED AND CAN'T ASSUME IT IS FLOOD DAMAGE UNTIL ASSESSED

00080 - NEED TO ADV ASSESSMENT BOOKED FOR ASSESSOR TO CTC IO ASAP

00081 NEXT ACTION: 2ND ATTEMPT INTRO.

00082 [REDACTED]

00083

* 00084 17/01/2011 * INTRO CALL COMPL - OUTBOUND

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

- * 00085 * SW MRS IO
- 00086 * CONF ALL DETS
- 00087 * ADVISED OF XS \$400 - AND NCB EFF
- 00088 * ADVISED OF CM DETS ME
- 00089 * HC ALREADY BOOKED
- 00090 * NXT DD IS CLAIM COVERED
- 00091 HOME CLAIMS CM NORTH SYD
- 00092
- 00093 20.01.2011
- 00094 - MRS IO CALLED TO RETURN MY ABOVE MSG
- 00095 - ADV OF INTRO CALL DETAILS AND ASSESSMENT ALREADY BOOKED
- 00096 FOR ASSESSING. COMP TO CALL IO'S ASAP TO DETERMINE
- 00097 CLAIM COVERAGE
- * 00098 NEXT ACTION: CONF ASSESSMENT TO HAND.

PF 1 HELP 3 PREV 5. SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00099 [REDACTED]

00100

00101 17022011

00102 - MRS IO CALLED FOR UPDATE ON CLAIM

00103 - IO HAS CONFIRMED THAT CL HAVE ASSESSED APPROX 3 WEEKS AGO

00104 - CHECKED EMAILS, AND NIL REPORT RECEIVED AS YET

00105 - ADV IO THAT ONCE CL REPORT IS RECEIVED WE WILL CALL TO ADVISE

00106 ..

00107 - IO ALSO AWARE THAT WE ALSO REQUIRE THE HYDROLOGY REPORT TO BE

00108 RECIEVED PRIOR TO CLAIMS DECISION BEING MADE

00109 - IO AWARE THIS IS BEING OBTAINED BY THE ICA AND THIS WILL NOT BE

00110 RECEIVED UNTIL THE END OF FEB

00111 - IO AWARE THAT WE WILL REVIEW CLAIM IN ITS ENTIRETY TO CONFIRM

* 00112 IF WE CAN COVER ANY OF THE CLAIM

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: ____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _ _ _ _ _

* 00113 - IO AWARE WE WILL CALL ONCE DECISION IS MADE

00114 [REDACTED]

00115 ***

00116 25/02/2011 - INBOUND CALL INSD [REDACTED]

00117 .

00118 ADVISED INSD WE ARE WAITING ON C&L REPORT AND HYDRO REPORT BEFORE CLAI

00119 M DECISION IS MADE. ADVISED IF CLAIM IS DECLINED, HYDRO REPORT WILL BE

00120 PROVIDED FOR INSDS REVIEW, AND IF NOT SATISFIED WITH THEIR FINDINGS,

00121 THERE IS AVENUE FOR APPEAL. ADVISED INSD CANNOT ADVISE TIMEFRAMES AT T

00122 HIS TIME, BUT REASSURED WE WILL BE WORKING HARD TO GET THROUGH CLAIMS

00123 ONCE HYDRO REPORTS ARE RECD.

00124 .

00125 NEXT ACTION:

* 00126 C&L REPORT IS AT HAND

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER NOPEU

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00127 AW HYDROLOGY REPORT

00128 .

00129 ** [REDACTED] ***

00130 .

00131 04.03.11 MR INSURED RANG FOR UPDATE AT 10.27

00132 ASSESSMENT REPORT TO HAND AND ENTERED

00133 ADV INSURED WE WILL ALSO NEED A HYDRO REPORT TO ASCERTAIN

00134 COVERAGE AS UNABLE TO MAKE ANY DECISIONS ON CLAIM UNTIL THE

00135 HYDRO REPORT TO HAND.

00136 NEXT ACTION: HYDRO

00137 [REDACTED]

00138 /

00139 .

* 00140 12.03.2011 - MRS IO CALLED FOR UPDATE AS HER NEIGHBOURS HAVE BEEN ADV

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: ____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _ _ _ _ _

- * 00141 BY RACQ THAT HYDROLOGY REPORT IS NOW AVAILABLE AND HAS DETERMINED
- 00142 THEY ARE COVERED
- 00143 - ADV MRS IO WILL SEND DD TO C/M TO CALL ASAP
- 00144 [REDACTED] CANSW OOH
- 00145 .
- 00146 14032011
- 00147 - MRS IO CALLED FOR UPDATE ON CLAIM
- 00148 - ADV IO THAT CL REPORT IS RECEIVED
- 00149 - CONFIRMED HYDRO REPORT RELEASED FROM ICA AND THIS IS CURRENTLY BEING
- 00150 REVIEWED BY MANAGEMENT AND LEGAL DEPT TO CONFIRM IF THE REPORTS
- 00151 ARE ADEQUATE TO MAKE CLAIMS DECISIONS.
- 00152 - IO AWARE THAT AS SOON AS WE HAVE FURTHER INFORMATION WE WILL BE
- 00153 IN TOUCH TO ADV EITHER THE CLAIMS DECISION OR THE NEXT STEPS
- * 00154 ..

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

- * 00155 - IO HAS ADV THAT THE MEDIA HAS BEEN STATING THAT BASED ON THE HYDRO
- 00156 REPORTS, IPSWICH WOULD BE PAID BUT NOT BRISBANE
- 00157 - ADV IO NIL BLANKET DECISIONS ARE BEING MADE AND ALL CLAIMS WILL BE
- 00158 REVIEWED INDIVIDUALLY
- 00159 - IO AWARE NIL AAMI CLAIMS HAVE HAD DECISIONS MADE ON THEM IN RELATION
- 00160 TO THE FLOOD DAMAGE.
- 00161 [REDACTED]
- 00162 ***
- 00163 21032011
- 00164 - MRS IO CALLED FOR UPDATE ON CLAIM
- 00165 - CONFIRMED THAT AS PER OUR LAST CONVERSATION, WE ARE STILL WAITING
- 00166 ON THE REVIEW OF THE HYDRO REPORTS.
- 00167 - IO AWARE ONCE WE HAVE MORE INFORMATION, WE WILL BE IN TOUCH TO
- * 00168 ADVISE

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00169 - IO HAS STATED THAT ONE OF HER FRIENDS WHO IS WITH AAMI AND LIVES
00170 DOWN THE ROAD, HAS BEEN PAID OUT BY AAMI AND THAT IS WHY SHE IS
00171 CALLING
00172 - ADV THAT BASED ON MY KNOWLEDGE, NO DECISIONS HAD BEEN MADE IN THIS
00173 AREA AND AS I DONT KNOW THE CIRCUMSTANCES OF HER FRIENDS CLAIM
00174 I CANNOT CONFIRM WHAT HAS HAPPENED ETC.
00175 ..
00176 - IO AWARE THAT AS SOON AS I HAVE FURTHER INFO, I WILL BE IN TOUCH
00177 TO DISCUSS
00178 [REDACTED]
00179 ***
00180 *****FILE JACKET CREATED *****
00181 FILE SENT FOR REVIEW
* 00182 ..

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: ___

Customer: R & J CHAMBERS

Risk Addr: SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _ _ _ _ _

* 00183 28032011

00184 - MRS IO CALLED FOR UPDATE ON CLAIM

00185 - HAVE ADVISED IO THAT HER CLAIM HAS BEEN PASSED FOR REVIEW

00186 - IO AWARE THAT AS SOON AS MANAGEMENT HAVE COME BACK WITH AN ANSWER

00187 ON HER CLAIM, WE WILL BE IN TOUCH TO ADVISE

00188 ..

00189 NEXT ACTION: CLAIMS DECISION

00190

00191 &&&

00192 01042011

00193 - MRS IO CALLED FOR UPDATE ON CLAIM

00194 - ADV THAT THE CLAIM IS STILL WITH MANAGEMENT REVIEW

00195 - ADV IO THAT AS SOON AS WE HAVE ANY FURTHER INFO, WE WILL CALL

* 00196 TO ADVISE

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00197 ..

00198 NEXT ACTION: CLAIMS DECISION

00199

00200 **

00201 04.04.2011 - PROGRESS CALL FROM MS INSRD : CONFIRMED PRIVACY

00202 - CONFIRMED CLAIM IS WITH MANAGEMENT FOR REVIEW

00203 - CONFIRMED ONCE DECISION MADE CONTACT WILL BE MADE

00204 NEXT ACTION : MANAGEMENT DECISION

00205

00206

00207 08.04.2011 - PROGRESS CALL FROM MS INSRD : CONFIRMED PRIVACY

00208 - CONFIRMED CLAIM IS WITH MANAGEMENT FOR REVIEW

00209 - CONFIRMED ONCE DECISION MADE CONTACT WILL BE MADE

* 00210 NEXT ACTION : MANAGEMENT DECISION

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

- * 00211 [REDACTED]
- 00212 //////////////
- 00213 CLAIM REFERRED TO INVESTIGATIONS TO HAVE THE CONSULTANT INTERVIEWED
- 00214 FOLLOWING COMMENTS BY THE CUSTOMER
- 00215 [REDACTED]
- 00216
- 00217 [REDACTED]
- 00218 - MRS IO CALLED FOR UPDATE ON THE CLAIM
- 00219 - ADVISED MRS IO THAT THE CLAIM IS CURRENTLY STILL WITH THE
- 00220 MANAGEMENT TEAM
- 00221 - IO WANTS TO KNOW HOW LONG THIS WILL TAKE, ADV UNABLE TO PROVIDE
- 00222 ANY TIMELINE AS I DONT KNOW THIS.
- 00223 - IO ADV THAT SHE WAS TOLD LAST WEEK THAT AN ANSWER SHOULD BE READY
- * 00224 BY THE END OF LAST WEEK

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

- * 00225 - APOLOGISED FOR THAT AND ADV THAT NO-ONE HAD BEEN GIVEN ANY IDEA OF
- 00226 TIMEFRAMES AS WE DONT KNOW HOW LONG EACH REVIEW WILL TAKE.
- 00227 - ADV IO THAT AS SOON AS WE RECEIVE THE FILE BACK, WE WILL BE IN
- 00228 TOUCH TO ADVISE THE OUTCOME.
- 00229 .
- 00230 - IO HAS ADV THAT THEY ARE STILL TRYING TO PAY A MORTGAGE, RENT AND
- 00231 RUN A BUSINESS ETC AND IT IS GETTING HARD
- 00232 - ADV THAT WE UNDERSTAND THAT SHE IS SUFFERING HARDSHIP IN
- 00233 RELATION TO THIS AND WE ARE TRYING TO GET AN OUTCOME TO HER ASAP
- 00234 BUT THE ACTUAL REVIEW DOES TAKE TIME.
- 00235 - IO AWARE THAT AS SOON AS I HAVE AN OUTCOME, I WILL CALL TO ADVISE
- 00236 ..
- 00237 NEXT ACTION: CLAIMS DECISION
- * 00238

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED]

Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00239 **

00240 [REDACTED]

00241 - MRS IO CALLED FOR UPDATE ON CLAIM

00242 - HAVE REVIEWED CLAIM AND SEEN [REDACTED] MSG ON LINE 213

00243 - HAVE LOCATED FILE ON PETERS DESK AND THE FILE HAS BEEN SENT TO

00244 INVESTIGATIONS TO CONDUCT AN INTERVIEW WITH THE OPERATOR WHO

00245 LODGED THE CLAIM BASED ON IO'S COMMENTS ON LINE 10/11

00246 .

00247 - HAVE GONE BACK TO IO AND HAVE ADVISED THAT DUE TO HER COMMENTS

00248 AS ABOVE, WE NEED TO CONDUCT FURTHER INVESTIGATIONS INTO THIS MATTER

00249 - IO AWARE THAT INVESTIGATIONS WILL BE CONTACTING THE OPERATOR TO

00250 DISCUSS THE CLAIM AND CONFIRM IF THE OPERATOR DID ADVISE THE IO

00251 THAT SHE WOULD BE 99.9% COVERED.

* 00252 .

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00253 - IO AWARE THAT I WILL FOLLOW UP WITH INVESTIGATIONS TO CONFIRM WHEN
00254 WE WOULD BE LIKELY TO RECEIVE THE FILE BACK AND ONCE I KNOW THIS
00255 I WILL CALL HER TO ADVISE.
00256 ..
00257 - EMAIL SENT TO [REDACTED] OF INVESTIGATIONS
00258 [REDACTED]
00259 **
00260 19.04.11 MS INSURED RANG FOR UPDATE AT 10.35
00261 ADV STILL WITH INVESTIGATIONS AND WILL GET BACK TO HER ONCE
00262 KNOWN.
00263 EMAILED [REDACTED] TO ADV OF AN UPDATE AND CM TO CONTACT INSURED
00264 ONCE KNOWN.
00265 NEXT ACTION: INVESTIGATION OUTCOME
* 00266 [REDACTED]

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: ___

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _ _____

* 00267 ////////////////

00268 19.04.11 CONTACTED INSURED AND ADV THAT THE INVESTIGATOR WILL BE INTER

00269 VIEWING THE OPERATOR ON THURS AT 7PM AND WILL FORWARD HIS REP

00270 RT TO US AND ONCE TO HAND, WILL SEND IT BACK TO MANAGEMENT

00271 TO REVIEW TO INCLUDE THIS NEW INFORMATION./

00272 NEXT ACTION: INVESTIGATION REPORT TO MANAGEMENT

00273 [REDACTED]

00274 /

00275 27042011

00276 - MRS IO CALLED TO SEE IF ANY FURTHER UPDATE

00277 - ADV THAT THE INVESTIGATOR HAS ADV THAT HE WAS INTERVIEWING THE

00278 OPERATOR LAST THURSDAY SO WE SHOULD HAVE THE REPORT BY THE END

00279 OF THE WEEK HOPEFULLY

* 00280 - IO AWARE THAT WE WILL CALL HER ONCE THIS IS TO HAND TO ADVISE AND

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED]

Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00281 THAT THE FILE WILL BE PASSED BACK TO MANAGEMENT TO COMPLETE THEIR
00282 REVIEW
00283 - IO ALSO ASKED IF WE HAD RECEIVED THE LETTER FROM LEGAL AID
00284 - ADV THE LEGAL AID REQUESTS ARE BEING HANDLED BY MY MANAGER SO I AM
00285 NOT SURE IF THIS HAS BEEN RECEIVED AND ACTIONED BUT THAT WE WOULD
00286 FIND OUT AND CONFIRM PRIOR TO CALLING TO ADV WHEN THE INVESTIGATORS
00287 REPORT IS TO HAND
00288 ..
00289 NEXT ACTION: INVESTIGATORS REPORT
00290 CONFIRM LEGAL AID LETTER RECEIVED
00291 CALL IO AND ADVISE
00292 [REDACTED]
00293 **
* 00294 29042011

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00295 - ATTEMPTED TO CALL IO TO ADVISE THAT THE INTERVIEW THAT WAS
00296 PLANNED FOR LAST THURSDAY DID NOT OCCUR
00297 - LEFT MSG ON MOBILE TO ADV THAT THE INTERVIEW HAD BEEN RESCHEDULED
00298 TO OCCUR ON EITHER SUNDAY OR MONDAY NIGHT.
00299 - ADV IO IN MSG THAT AS SOON AS WE HAVE THE REPORT FROM INVESTIGATIONS
00300 WE WILL CALL TO ADVISE AND THE FILE WILL BE PASSED BACK TO COMPLETE
00301 THE REVIEW
00302 .
00303 - ALSO ADV IN MSG THAT WE HAVE NOT RECEIVED ANY LETTER FROM LEGAL
00304 AID.
00305 [REDACTED]
00306 ***
00307 04.05.11 MRS INSURED RANG FOR UPDATE AT 08.32
* 00308 INSURED AWARE OF ABOVE AND WE WILL BE IN TOUCH ONCE REVIEW OF

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00309 REPORT COMPLETED
00310 INSURED AWARE UNABLE TO GIVE TIMEFRAME
00311 NEXT ACTION: INVESTIGATORS REPORT
00312 CONFIRM LEGAL AID LETTER RECEIVED
00313 [REDACTED]
00314 [REDACTED]
00315 [REDACTED]
00316 - TRANSCRIPT OF INTERVIEW BETWEEN OPERATOR AND INVESTIGATIONS
00317 RECEIVED
00318 - PASSED TO MANAGEMENT TO BE INCLUDED IN THE REVIEW
00319 [REDACTED]
00320 ***
00321 10052011
* 00322 - MRS IO CALLED FOR UPDATE

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION

AAMI

Claim

Loss Date 11 01 2011 USER

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

- * 00323 - CONFIRMED THAT WE HAD RECEIVED THE TRANSCRIPT OF THE INTERVIEW
- 00324 FROM INVESTIGATIONS AND THIS HAS BEEN PASSED TO MANAGEMENT TO
- 00325 REVIEW
- 00326 - IO AWARE THAT AS SOON AS WE HAVE AN OUTCOME WE WILL CALL TO ADVISE
- 00327
- 00328 ***
- 00329 11/05/11 OK TO PAY BTS TRANSCRIPTION SERVICES INVOICE # AAMI01113 \$66.
- 00330 00. - INVESTIGATION SUPPORT OFFICER.
- 00331 11.05.11
- 00332 FOS REFERRAL RECEIVED N CAS
- 00333 ***NOT READY FOR CAS REVIEW
- 00334 FORWARDED TO AS BACK TO STATE REFERRAL
- 00335 CUSTOMER TO BE CONTACTED BY CLOSE OF BUSINESSON 13.05.11
- * 00336 PLEASE MESSAGE CLAIM WITH DETAILS OF OUTCOME

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

- * 00337 [REDACTED]
- 00338 CAS
- 00339 12.05.2011
- 00340 - FILE BACK FROM REVIEW
- 00341 **CLAIM IS NOT FOR ACCEPTANCE**
- 00342 - DUE TO THE OVERFLOW OF THE BREMER RIVER WHICH ADJOINS THE INSUREDS
- 00343 PROPERTY
- 00344 .
- 00345 - DENIAL LETTER DRAFTED AND SAVED
- 00346 .
- 00347 NEXT ACTION:
- 00348 - DENIAL CALL
- 00349 [REDACTED]
- * 00350

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00351 [REDACTED]
00352 - ATTEMPTED TO CALL IO TO ADVISE THAT CLAIMS DECISION HAS BEEN MADE
00353 - CLAIM IS NOT FOR ACCEPTANCE AS DAMAGE HAS BEEN CAUSED BY FLOOD
00354 FROM THE BREMER RIVER.
00355 .
00356 - LEFT MSG ON MOBILE ASKING IO TO CALL BACK
00357 - TRIED HOME NUMBER AND APPEARS NOT TO BE CONNECTED.
00358 .
00359 - FILE ON MY DESK UNTIL IO CAN BE CONTACTED TO ADVISE OF DECISION
00360 [REDACTED]
00361 **
00362 12052011
00363 - MRS IO CALLED BACK IN RESPONSE TO THE ABOVE MSG
* 00364 - HAVE ADVISED IO THAT BASED ON THE INFORMATION WE HAVE THE

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim: [REDACTED] Loss Date: 11 01 2011 USER: [REDACTED]

Selection: _____

Customer: A & J CHAMBERS

Risk Addr: [REDACTED] SCOTTS COMMERCEWAY FOR KARALIM 4300

Type: GENERAL COMMENTS

Selection2: _____

* 00165 CLAIM IS NOT ONE FOR ACCEPTANCE
 00166 IO IS AWARE WE WILL SEND OUT A DENIAL LETTER OUTLINING OUR
 00167 DECISION
 00168 IO HAS ASKED WHAT HAPPENED WITH THE OPERATOR WHO TOLD HER THAT
 00169 SHE WOULD BE 99.9% COVERED FOR THIS EVENT
 00170 ADV THAT THE OPERATOR WAS INTERVIEWED BUT DID NOT RECALL THE
 00171 PHONE CALL. IT HAS BEEN DETERMINED THAT IT IS POSSIBLE THAT THE IO
 00172 WAS GIVEN THE IMPRESSION THAT SHE MAY BE COVERED FOR THIS EVENT.
 00173 SHE WAS ADVISED VERY QUICKLY THAT THIS WAS NOT THE CASE AND THAT
 00174 THE CLAIMS WERE FOR CONSIDERATION UNTIL ALL THE REPORTS ETC
 00175 WERE TO HAND
 00176
 00177 IO HAS BEEN ASKED HOW IT HAS TAKEN 4 MONTHS TO MAKE THE DECISION
 * 00178 I HAVE APOLOGISED FOR THE DELAY AND ADVISED IO THAT IN ORDER FOR

FF 1 HELP 2 PREV 3 STOP 7 END 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED]

Loan Date 11 01 2011 UNDR [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBORO RD KARALINE 4300

Type: GENERAL COMMENTS

Selection2: _____

* 00379 IN TO MAKE THE CORRECT DECISIONS, WE NEEDED TO REVIEW AND OBTAIN
00380 GENERAL REPORTS WHICH WAS DELAYED THE REVIEW BEING COMPLETED
00381
00382 - IO HAS ASKED FOR THE DENIAL LETTER TO BE EMAILED TO HER ALSO
00383 - EMAILED TO [REDACTED]
00384
00385 - DENIAL LETTER ALSO FORWED TO IO
00386 - CLAIM FINALISED
00387 [REDACTED]
00388 ***
00389 14.05.11
00390 CLAIM READY FOR CAS REVIEW
00391 FILE REQUESTED FROM [REDACTED]
* 00392 [REDACTED]

PF 1 HELP 2 PREV 5 SUSP 7 END 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION

AAMI

Claim

Loss Date 11 01 2011

OPER

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: SOUTH QUEENSDRUMMOND FEE BARBARA 4304

Type: GENERAL COMMENTS

Selections: _____

- * 00193 CAS
- 00194 ** 14/05/11 **
- 00195 - RECEIVED EMAIL FROM CAS REQUESTING CLAIM DOCS
- 00196 - REPLIED CAS CLAIM DOCS
- 00197 NEXT ACTION
- 00198 - LAW CAS REVIEW
- 00199 ** [REDACTED] **
- 00400 [REDACTED]
- 00401 17 06 2011
- 00402 CAS DISPUTE ALLOCATED
- 00403 ACKNOWLEDGEMENT LETTER SENT
- 00404 DECISION EXPECTED BY 31 05 2011
- 00405 [REDACTED]
- * 00406 [REDACTED]

PF 1 HELP 3 PREV 5 STOP 7 END 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00407 26.05.11

00408 FAX RECEIVED FROM QLD LEGAL AID, ATTACHED TO FILE

00409 [REDACTED] CAS ADMIN

00410 /.

00411 27.05.2011

00412 LEGAL AID SUBMISSION RECEIVED

00413 EXPECTED COMPLETION DATE 16.06.2011

00414 ACKNOWLEDGEMENT LETTER SENT TO LEGAL AID

00415 [REDACTED]

00416 .

00417 14.06.2011

00418 CAS REVIEW FINALISED

00419 MAINTAINED AAMI DECISION TO NOT ACCEPT CLAIM AS SUFFICIENT EVIDENCE

* 00420 TO SUPPORT DAMAGE WAS CAUSED BY FLOOD WHICH IS EXCLUDED BY THE POLICY.

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED] Loss Date 11 01 2011 USER NOPEU

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

- * 00421 ADVISED IT IS NOT REASONABLY PRACTICABLE TO READ OUT THE ENTIRE
- 00422 POLICY OVER THE PHONE AND I HAVE CONFIRMED THE INSURED RECEIVED A
- 00423 COPY OF THE PDS. THEREFORE THE ONUS WAS ON THE INSURED TO READ THEIR
- 00424 POLICY TO ENSURE THE COVER MET THEIR NEEDS.
- 00425 LETTER SENT AND EMAILED TO LEGAL AID QUEENSLAND
- 00426 FILE TO BE FORWARDED TO EDR
- 00427 [REDACTED] - CAS
- 00428 .
- 00429 15/06/2011
- 00430 - FILE IN GCR
- 00431 - AWAITING NOTICE OF REFERRAL FROM FOS
- 00432 [REDACTED]
- 00433 SDRO - GCR
- * 00434 ././.

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

CLAIM DETAILS

OPTION _____

AAMI

Claim [REDACTED]

Loss Date 11 01 2011 USER [REDACTED]

Selection: _____

Customer: R & J CHAMBERS

Risk Addr: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE 4306

Type: GENERAL COMMENTS

Selection2: _____

* 00435 [REDACTED]

00436 - WRM REPORT ENTERED INTO HX 2

00437 - OK TO PAY WRM \$1100.00

00438 [REDACTED]

00439 [REDACTED]

***** BOTTOM OF DATA *****

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

Chambers



WILSON PROJECTS PTY LTD TRADING AS



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Web: www.btstranscriptionservices.com.au

IN CONFIDENCE

TRANSCRIPT OF INTERVIEW

FILE NUMBER:	[Redacted]
Interviewee:	[Redacted] (LS)
Interviewer:	[Redacted] (MB)

Telephone Interview conducted on 2 May 2011.

PROPERTY INVESTIGATIONS
AAMI LIMITED

-
1. *Recording, please conference in your party now.*
 2. **MB** You there [REDACTED]?
 3. **LS** Yes.
 4. **MB** Yeah okay that's recording now. So I'll just start this interview. My name is [REDACTED] and I'm from Suncorp Property Investigations and this is a recorded interview with, between [REDACTED] and [REDACTED] of the Claims Assess, Claims Assist from Victoria. Before I start I must tell you that our calls are recorded and analysed for the purposes of fraud prevention, detection, training and quality control and may be reviewed later to check the details that you have provided. Do you understand this?
 5. **LS** Yes.
 6. **MB** And the time now is 7:50pm on Monday the 1st of May 2011. Do you agree with the date and time?
 7. **LS** It's the 2nd.
 8. **MB** It's the 2nd is it?
 9. **LS** 2nd of May, please tell me it's the 2nd of May.
 10. **MB** It is the 2nd of May too, yes it is the 2nd of May too, my apologies.
 11. **LS** Okay.
 12. **MB** I agree with you, I just quickly looked at my watch. [REDACTED] could I have your full name please?
 13. **LS** Yep [REDACTED]
 14. **MB** And what's your date of birth please?
 15. **LS** [REDACTED]
 16. **MB** And what's, who are you employed by?
 17. **LS** AAMI Insurance.
 18. **MB** And what's your position with AAMI?

19. **LS** I'm a Consultant in the Claims Assist.
20. **MB** And how long have you been employed with AAMI?
21. **LS** Eleven years.
22. **MB** Okay and could you describe the duties that you perform on a daily basis please?
23. **LS** Yep lodging motor vehicle and house hold claims. Do you want more?
24. **MB** Yes please yep.
25. **LS** Oh sorry. When a customer calls advising us of the loss I lodge it if it's covered under the insured events and then we, our client, technical clients look after it from there onwards.
26. **MB** Okay I'd like to talk to you about the procedure used to lodge a home and contents insurance claim. Could you go through the, the procedure that you use when you do that please?
27. **LS** Okay I firstly ask if the customer had the policy number, should they not have the policy number I can look it up by their last name and just give them a three point ID and we look it up. And then have a look at their policy to make sure that they're actually covered and see what they've got. Building, contents, personal valuables and then discuss what they're lodging for and then I'd go into the claims screen and then I'd ask more details of when it occurred, what time, how it occurred and if it's covered and we go through and lodge the questions on our screen.
28. **MB** Okay we recently had the Queensland events with the floods. Can you tell me during those events of the floods, now this is back in early January, did you receive any advice from your team leaders or managers in relation to lodging the, these types of claims, an influx of claims?
29. **LS** Okay we, at the time we had a special code that we must put on when we were lodging them to verify which ones were from the Brisbane floods. Sorry what else. Did they advise us what to say or?
30. **MB** Yeah was there any advice or any training given to you in relation to how to lodge or what to say in relation to these flood claims?

-
31. **LS** Well if it was from the storm, cause we couldn't confirm whether it was actually a storm or from an embankment giving way cause AAMI's not covered by the embankments giving way. So we lodged it as a storm claim depending, you know you would ask what, we would ask them more details of what actually happened but most people said it was from a storm so I'd lodge a claim as a storm claim. And they would just basically give us a run down, you know what's actually happened, water's got into my house or and then we'd ask if they could, you know if there was anything that they could do to try and prevent it or cause at the time we didn't have any, you know the assessors were all pretty busy at that period of time. And then we'd just lodge it, give them a claim number and then a client manager or technical, client technical officer, consultant they would have been in touch with them and we didn't actually say a time or anything. We just basically told everyone to be sort of safe, get safe and because by this stage there was so many claims came through. So we couldn't, you know normally our procedure is we would get back to them the next day but it was out of our, the client manager wouldn't be able to do that.
32. **MB** Okay what's your understanding of the policy exclusion or the coverage that AAMI offer, AAMI offer for flood?
33. **LS** Well if it's from a storm it's, it had to be like with a flood, if it was flood we had to from a run-off of the storm, like overflowing gutters into the house. But if it was an embankment of the river giving way that's not covered under the AAMI policy.
34. **MB** Okay and can you recall if you ever had any of those where you were advised that the customer did advise you that you know it was a flood damage claim or a flood from an overflow or a river bank bursting?
35. **LS** At the time, oh back then I, to be totally honest I can't remember one where you know saying my river, you know if the river has overflowed, people, the claims we got were just saying my house has flooded, it didn't tell me if they were on the river, I'm down in Melbourne so I don't know those areas whatsoever.
36. **MB** And what....

-
37. **LS** But we did, yeah go on.
38. **MB** Sorry, and what was your procedure when they said my house has been flooded what would you do?
39. **LS** Well we'd ask what room, you know if it, at that time oh god it's pushing it. At that time we were sort of, I didn't know the full extent of what actually happened up in Brisbane because I got called in and I just thought it was a few streets. So it was, I would just ask you know what rooms and then when they were saying it's my whole house that was flooded I just thought you know cause they had a quick storm so.
40. **MB** Okay. Tell me did you ever change any of that or alter any of the procedures you just explained to me for lodging the claims?
41. **LS** Did I change anything?
42. **MB** Yeah did you ever change or alter any of your procedures during this time for lodging the claims?
43. **LS** No. No.
44. **MB** And is there anything else that you can tell me about you know what you discussed with the customers during these events and you know the lodgement of the claims of these flood claims?
45. **LS** At the time when these claims occurred we, I remember there was a storm that a lot of people just ringing up just very upset and just finding out if they had insurance policies and I couldn't, I could not give them an answer if they were covered or they weren't covered because we had to find out, our assessor had to find out whether it was, if we were classifying it under the storm.
46. **MB** Okay. And you said before that you were called in, so how often do you normally work?
47. **LS** I work three, three nights a week; Sunday, Monday and Thursday from seven til midnight.
48. **MB** And you said you were called in during these events?

49. LS Yep, yep.
50. MB Can you recall how much extra work you did or how often extra you were called in during that time?
51. LS I was called in quite, oh I think I was called in for thr- the two days and then I couldn't come in due to personal reasons, I had some other things happen so I, the 11th is that, I think that was the Tuesday or Wednesday and I haven't got my diary in front of me but I know like I got called in, I came in and I came in sort of like lunch time and then I worked I don't know til about eight o'clock that night sorry, I'm a bit vague on that.
52. MB No that's okay. Can you have a look at the system, I previously gave you the claim number. [REDACTED] Could you have a look at that claim for me please?
53. LS Due to the storms my house has flooded, is that what you want me to look at or, or messages?
54. MB Yes. Could you just tell me the name of the policy holder or the customer please?
55. LS R and J Chambers.
56. MB And the risk address?
57. LS [REDACTED] South Queensbroad Parade Karalee 4306.
58. MB Okay are you able to go to the claim notes on that one please?
59. LS Yep on the 12th yep so I lodged the claim on the 12th.
60. MB And with those notes there there's no details of what you took on that day in the actual diary notes. Can you recall lodging this claim?
61. LS I can't recall lodging it. If there was nothing that wasn't out of the ordinary that's what we would put L [REDACTED] S [REDACTED] and where we're from. If there was something that when a customer called or advised us, like when I look at these messages saying that you know advised that she lived on the river, we would have put something, like I would have put something like that on. If you're talking during the conversation that you know you pick up something

that's not quite right or that you thought the client manager oh sorry client consultant needs to know, you would put that in as a helpful tip for them for the next time when they spoke.

62. **MB** Okay can you just have a look at the notes and tell me what notes you actually recorded on that day?
63. **LS** I just L [REDACTED] S [REDACTED]
64. **MB** Oh but in the claim itself so you actually lodged this claim for them didn't you?
65. **LS** Yes and it's yeah it would have been just like a, not a skeleton, well it's I suppose a skeleton, we've lodged it stating it's a storm claim, this is when it's happened. A you know description of what happened and that's when you know...
66. **MB** Can you read out the description of what's happened or what she's actually told you?
67. **LS** Yep due to the storm, due to the storm my house was flooded.
68. **MB** Okay. And there was no indication you know if the customer had told you know that you know it was a flood claim as a result of the river bursting or waters coming from the river you would have lodged that information or you would have added that information?
69. **LS** We would have added that if we knew it was from the river. But this is, you know it could have been right at you know, I didn't know, there was nothing talked about a river, I didn't know that she lived near a river until I just saw the message then.
70. **MB** Okay then. And you can't recall this claim at all, talking to these people at all?
71. **LS** We had so many.
72. **MB** No that's fine.
73. **LS** Yep do apologise.
74. **MB** Is there anything else, just need to, the issue in dispute here is that you can see on that page on the claim notes there that the insured has said that she was initially told be the original operator that she would be covered for flood.

Can you respond to that for me? How would you respond to that?

75. **LS** I would have said she's covered for flood if it's confirmed from the original from the storm. Now on that, on, when we had these Brisbane, we did emphasise it had to be from storm damage so it was emphasised quite a lot that if it was from storm and you know from the flood that they're not, you know if it was from a river or wherever, I can't even remember talking about a river to...
76. **MB** That's alright okay.
77. **LS** But yeah but when, when people had rung a lot of the time we advised them that we'll lodge it as a storm and then we don't know if it's actually covered cause we hadn't been confirmed. Well at that stage I don't, well I don't you know when it was confirmed that the embankment gave way, I really don't know.
78. **MB** Okay then, no that's fine. Is there any, tell me is there anything else that you recall about this matter at all?
79. **LS** Can I quickly read the messages?
80. **MB** Yeah certainly.
81. **LS** When I read this mess- oh when it says I was shocked and advised that the original operator stated 99.9 that she would be covered, on the, when we lodged the flood claims we ment- like we really confirmed that it's something that we weren't sure like we would lodge it as a storm. That was something because I remember going off speaking to, on this day because it was like a social, we had, you know you had a few calls and they were all personal, you know people were talking about losing families and that that I actually went and spoke to someone quite senior here and I said when we, do we know, are we covering this. I remember you know so, and he said we haven't got the go, you know we don't know yet.
82. **MB** Okay. And sorry I lost my train of thought there.
83. **LS** I think cause it was such a big shock to the whole nation that something like this could happen again I suppose, I mean I was only really young when apparently this happened years ago so.

-
84. **MB** Yeah back in 73.
85. **LS** 70, yeah well I was three. I know my husband said something.
86. **MB** I was a little bit older.
87. **LS** But I think it was just a shock that we couldn't, I remember on the day walking out of here thinking I wish I could give the you know just say yay or nay.
88. **MB** Yeah okay then. I just need to confirm again that you have an understanding of what the flood cover, you know what the policy says and you understand the definition of a flood and what the policy exclusion is for the AAMI policy. So and where do you find that you know if someone, if a policy holder rang and said you know I was covered, I'd suffered a flood, and what would you explain to them if they asked you to explain the policy to them or what the exclusion was?
89. **LS** Okay I'd probably ask, well I'd ask them if they had their policy booklet with them you know but they don't, if they didn't. And then I'd go through it. Like if it was flood, what kind of flood, what is it all, you know you have to get more details from them cause they can say it's a flood and then they would state, you know you can ask do you live near a riverbank but then you would say under your policy we don't cover and then these are these things. Wear and tear, if you don't maintain your property, well that's wear and tear, maintain your property. A storm, a tidal wave you know there's certain things that you can, when you talk to a customer you get a vibe, well not a vibe but they're telling us, they tell, cause they're in shock that something's actually happened so they give you this information and then you can say yep you're definitely covered for this. Like you know when we have a big storm and they take the garden beds you know down the street. It's you know so you can, you go to direct fields. So with the flood we would say if it's embankment given way from a river it's not covered, if it's from storm, heavy rain that you know happened in Melbourne recently again, that's you know we've had so much water in a quick space, you know that's covered.
90. **MB** Okay. I can't think of anything else at the moment, you've covered everything for us. Is there anything else that you'd like to say about this matter or add about the matter?

91. **LS** No, no.
92. **MB** Okay then I [REDACTED] thank you very much for your time. I'm just going to end the formal part of the interview now.
93. **LS** Yep.
94. **MB** It's eight minutes past eight and thanks for your time.
95. **LS** Okay thank you.

Home Assessment Instruction Sheet

Claim: [REDACTED]

Client: AAMI

Customer: MRS REBECCA CHAMBERS & MR JULIAN CHAMBERS

Risk Address: [REDACTED] SOUTH QUEENSBOROUGH PDE KARALEE QLD 4306

Contact 1: REBECCA CHAMBERS IO [REDACTED] H

Contact 2: REBECCA CHAMBERS IO [REDACTED] M BEST

Contact 3:

Bookings:

Booking Date: 17/01/2011 00:00 Resource Type: ASMS Name:

Policy Details:

Class: HOM Subclass: BLD

Policy1 Number: [REDACTED]

Inception: 05/06/2006 Due Date: 05/06/2011

Class: HOM Subclass: CTS

Policy2 Number: [REDACTED]

Inception: 05/06/2006 Due Date: 05/06/2011

Class: HOM Subclass: PVS

Policy3 Number: [REDACTED]

Inception: 05/06/2006 Due Date: 05/06/2011

Occupied As: OWNER

Business Use: N

Bld Constr: CLADDING

Type: HOUSE

Trust Class: NOT CLASSIFIED

Win Locks: N

Video Surveill: N

Common Prop.: N

Deadlocks: Y

Security Guard: N

Roof: IRON

NH Level:

Win Grille: Y

Alarm Type: NONE

Electronic Acc: N

Sum Insured:	BUILDING	CONTENTS	EXTRA COVER
	CRC	\$74,350	\$1,000

Specified Items:

CTS	GENERAL CONTENTS	\$64,850
CTS	ENGAGEMENT RING 18CT GOLD RING WITH 1.4 CT DIAMOND - PRINCESS CUT	\$5,000
CTS	1 X CD COLLECTION X 150	\$4,500
PVS	UNSPECIFIED	\$1,000

Home Assessment Instruction Sheet

Claim: 

Policy Details ^{cont} :

Previous Claims :

Loss Date	SC	Nature Code	NCB?	Cost	Status	Finalised
07/12/2009	BLD	ELECTRIC MOTORS	N	\$0.00	RPT ONLY	
17/05/2008	BLD	BURSTING, LEAKING, DISCHARG	Y	\$10,295.68	FINAL	09/07/2008
17/05/2008	CTS	BURSTING, LEAKING, DISCHARG	Y	\$7,373.78	FINAL	09/07/2008

Policy Conditions:

PVS PVS HAS BEEN AUTO ADDED - DO NOT US

Home Assessment Instruction Sheet

Claim: 

Building Details:

CRC Status: 2

Construction: CLADDING
Period: CONTEMPORARY (1980 - 1989)
Bedrooms: 3
Bathrooms: 1

Roof: IRON
Storeys: SINGLE
Bedroom Size: AVERAGE

Ducted Ac/Heat: N
Tennis Crt: N
Granny Flat: N
Deck: N

Garage: T
Inground Pool: N
Pergola: N
Garden Shed: N

Carport: N
Spa: N
Verandah: Y

Home Assessment Instruction Sheet

Claim: 

Claim Details:

Loss Date Details: 11/01/2011 12:30 to 11/01/2011 12:30

Date Lodged: 12/01/2011

Nature Code 1: STORM & RAINWATER Nature Code 2:

Desc: DUE TO THE STORM MY HOUSE WAS FLOODED

Reported By: INSD OWNER REBECCA CHAMBERS

Unoccupied: N Days: 0

Entry Point: Forced: If Not, Method:

Exit Point: Window Locks: N Deadlocks: Y

Alarm: N Type:

Reported To Police: N Report #: Fire Brigade Attended: N

Home Access Details :

Reln	Name	Age Res	Key Last Disc	Whereabouts
IO	REBECCA CHAMBERS	0		FRIENDS HOUSE
IO	JULIAN CHAMBERS	0		

Suspect Details:

3rd Party Recovery Details :

Claim Details ^{cont} :

General Comments ^{cont} :

COVER FLOOD BUT ASSESSOR WILL ATTEND TO ADV IF COVERED - IO WAS SHOCKED AS SHE ADV THE ORIGINAL OPERATED STATED 99.9% THAT SHE WOULD BE COVERED
. REFERRED TO TSO [REDACTED] WHO AUTH FOR EMERG ACCOMMODATION
. DD NOOUT AND COMPLETED LIDO GROUP FORM
[REDACTED] NSW CA

.....
13.01.2011
SPOKE WITH LIDO - ONLY AVAIL ACCOM IS ON GOLD COAST
CHECKED INTERNET - IPSWICH IS CURRENTLY CUT OFF FROM GOLD COAST
CALED IO - IO CURRENTLY AT A FRIENDS HOME
IO WILL CALL BACK ONCE ABLE TO LEAVE IPSWICH
---- PLEASE ORGANISE ACCOMODATION WONCE IO CALLS BACK ----
PLEASES ASK/CONCIDER:
- IO WANTING ACCOM ON SUNSHINE COAST NEAR PARENTS
- IO HAS NIL TRANSPORT - PLS ASK HOW IO IS PLANING TO GET TO SUNSHINE COAST
- IO AWARE ACCOM CAN BE BOOKED ON GOLD COAST (LIDO)
- ASK IO IF PARENTS ARE AWARE OF ANY AVAIL ACCOM IN THEIR AREA - IO/IO PARENTS CAN BOOK AND WE CAN SEND AUTHORISATION IF THEY KNOW OF SOMEWHERE AVAIL
- IO HAS A SMALL DOG (JACK RUSSELL)
[REDACTED] CA NSW

...
14/01/2011
MS IO CALLED TO ADVICE THAT THE AREA HAS BEEN OPENED UP AND THAT SHE WOULD LIKE TO GET EMERGENCY ACCOMODATION. (AS PER ABOVE MESSAGES)
CONTACTED LIDO, LEFT MESSAGE FOR CALL BACK.
IO ASLO ADVISED THAT SHE WILL DO SOME RESEARCH FOR ACCOMODAION IN THE AREA AND WILL CALL AAMI WITH DETAILS.
IO QUERIED THE NUMBER OF DAYS THAT THE ACCOMODATION HAS BEEN APPROVED FOR, REFERD THE CLAIM BACK TO THE TSO THAT APPROVED THE ACCOMODATION
[REDACTED] WHO ADVISED THATSHE OR THE CM WILL CALL THE CUSTOMER BACK TO DISCUSS THE POLICY AND CLAIM AS FLOOD IS AN EXEMPTION UNDER THE TERMS OF THE POLICY
[REDACTED]

14.01.2011
ATT TO CALL IO 11:40
NIL ANSWER -LM ASKING IO TO CALL BACK / ADVISING I WILL CALL BACK
----- PLEASE READ -----
IO HAS BEEN PREVIOUSLY OFFERED ACCOMODATION
AS THIS CLAIM IS LIKLY TO BE CONCIDERED 'FLOOD' NO POLICY BENIFITS ARE

Claim Details ^{cont} :

General Comments ^{cont}:

TO BE AUTHORISED ON THIS CLAIM UNTILL ASSESED (ACCOM / EM SEC / FUNDS)
IF IO CALL BACK WE NEED TO EXPLAIN TO IO THAT AT THIS STAGE
CLAIM HAS NOT BEEN ACCEPTED AND NIL BENIFITS CAN BE EXTENDED
AT THIS TIME
PLEASE ADVISE IO THAT HER CLAIM HAS BEEN PASSED TO MANAGEMENT TO ORG
FIRST POSSIBLE ASSEMENT.
IF ANY ISSUES - PLEASE REFFER/PASS CALL TO TSO OR LEADER
[REDACTED] CA NSW

...
14.01.2011 INBOUND FROM MRS IO
-I ADV AS PER ABOVE MSG FROM CA, WE ARE UNABLE TO PROVIDE WITH
ANY EM ACCOMODATION OR BENEFITS AT THE MOMENT, AS HER CLAIM WILL
BE ASSESSD, AS LOOKS LIKE HER WILL BE CONSIDRED FLOOD, POLICY
DOEANT COVER FLOOD, HOWEVER MANAGEMENT IS AWARE OF HER SITUATION
AND WILL ORGANISE ASSESOR AS PRIORITY
-I ADV IO THERE IS NO TIME FRAME AT THE MOMENT ON WHEN ASSESOR
WILL ATTEND
[REDACTED] NSYD HOMECLAIMS

Home Assessment Instruction Sheet

Claim: 

Location: HOME POLICY

Damage Description :

WATER DAMAGE TO WHOLE HOUSE

IO Action Taken On Any Damage :

ANNEXURE 6

Cunningham Lindsey Australia Pty Ltd
 Chartered Loss Adjusters
 ABN:49 003 437 161
 PO Box 300
 Springwood QLD 4127
 Telephone 07 3299 3735
 Facsimile 07 3208 3241
 Email qld@cl-au.com



Suncorp Group Property Claim – First & Final Report

Insured:	Rebecca & Julian Chambers
Claim Reference:	[REDACTED]
Policy No:	[REDACTED]
CL Adjuster:	[REDACTED] E-mail: [REDACTED] Mobile: [REDACTED]
CL Reference:	[REDACTED]
Reserve:	Building: \$165,000 incl GST Contents: \$ 75,000 incl GST
Date of Loss:	11 January 2011
Place of Loss:	[REDACTED] South Queensborough Parade, Karalee, QLD, 4306
Policy:	Home building - Complete Replacement Cost [REDACTED] due 6/05/2011
Excess:	\$400

GST:

Registered for GST: No

ITCE: N/A

Introduction:

- We contacted your customer on 19 January 2011.
- Our inspection was carried out on Monday, 31 January 2011.

Insured –

R & J Chambers – Email: [REDACTED] – Mobile: [REDACTED]

The insureds own and occupy the subject dwelling with their 1 year old child.

Julian Chambers is a motor mechanic who operates a business from a large iron on steel shed at the front of the dwelling.

The Property –

The insured dwelling has been constructed about a metre above ground level on steel posts. The building is approximately 25 years old and consists of timber framing with a galvanised iron roof.

It is clad with Hardiplank and has gyprock linings and ceilings throughout the interior, and timber floors.

We mention, for reference purposes, that the dwelling faces north to South Queensborough Parade.

The attached satellite photograph indicates its proximity to the Bremer River.

Circumstances:

Torrential rainfall of more than 160mm in the upper reaches of the Brisbane River catchment area from 9 January 2011 combined with massive releases of water from the Wivenhoe Dam caused river levels downstream to rise rapidly over the period from 10 to 13 January 2011. The river peaked at a near record height of 4.46 metres on the afternoon of Thursday 13 January 2011. The Bremer River in Ipswich also rose to near record levels peaking at 19.4 metres.

Rising water caused severe inundation in the Brisbane CBD and more than 55 suburbs. Ipswich was similarly affected. More than 20,000 homes were evacuated with about 5,500 properties flooded above floor level.

Cause:

Rebecca Chambers told us that she and her 1 year old son left the premises between 3 and 5 pm on Tuesday, 11 January, and did not return until Thursday evening.

Her husband (who was not present at the time of our interview) was apparently extremely busy assisting neighbours to escape the rising flood waters.

Therefore, Mrs Chambers was unable to provide us with any further information regarding the progress of water inundation, except to say that, she believed that it firstly arrived from the east down South Queensborough Parade.

Mrs Chambers was generally unable to provide relevant rainfall information however, details can be obtained from the Bureau of Meteorology if required.

There was no suggestion of any damage caused by rainfall entering the building through the roof.

Loss/Damage:**Building – ICA Category A**

All walls, ceilings, fixtures and fittings have been damaged or destroyed by the ingress of water to a depth of at least 3 metres (e.g. to the roof of the insured building).

At the time of our visit, all linings and ceilings had been stripped from the building, with most fixtures and fittings being also removed.

Power had not been reconnected and we have been informed that, for safety reasons, it cannot be reconnected until all linings have been replaced.

We also understand that the subject water contained effluent and therefore, appropriate sanitization should be carried out.

Rebecca Chambers informed us that her husband had used bleach and a gurney during the cleaning process.

We have attached a Scope of Damage and we suggest that if cover is granted, a full professional Scope of Works should be prepared by a qualified builder. However, based on preliminary estimates of similarly affected properties, we would expect repair costs to be approximately \$165,000.

Contents

All of the contents of the dwelling and shed have been covered with dirty contaminated water.

Having said this, the shed which the insured uses for business purposes included such items as hydraulic hoist, professional tools, etc. Some of these may be salvageable.

Temporary Accommodation

If required, emergency accommodation is becoming extremely scarce with sharply increasing costs.

Photographs:

We attach a selection of photographs for your information.

Further photos have been retained on our file.

Policy Liability:

To be determined by insurer.

Recovery:

N/A

Title:

If indemnity is granted, subject to your settlement method we recommend you obtain a title search to identify all parties with an interest in the insured property.

Summary:

During our discussions with your insured, we informed her that our purpose was to obtain details of the incident and the damage and report back to you.

No indication has been given to the insured as to whether or not the event would be covered by the policy.

Future Action:

Insured:	Waiting for insurer to advise regarding granting of indemnity.
Insurer:	Advise insured re the granting of indemnity.

Cunningham Lindsey

To speak to [REDACTED] please phone: [REDACTED] or mobile:

E-mail address: [REDACTED]

Assistant to [REDACTED]

- Encl.
1. Flood Checklist
 2. Schedule of Photographs
 3. Cunningham Lindsey Tax Invoice
 4. Diagram – Satellite image
 5. Scope of Damage

CL Ref Number... [redacted] .. Insured *R + J Chambers* ..
 Assessor..... [redacted] Date of Inspection *31-1-11*

1. Was there water damage to the property?

If yes continue with remaining questions if no questionnaire completed.

2. How did the water enter the premises?

Rainwater through Roof Ground Water Both roof & ground water
 (If water entered **ONLY** through Roof then do not proceed with questionnaire any further)

3. What was the depth of water inside the building? *3 mtr. - Over Roof.*

4. If water did not enter the building itself did it still cause damage to foundations or other items outside building? Yes No

5. If damage occurred from ground water, where did the water come from?

River Creek Storm water drain/channel
 Lake or Lagoon Dam Reservoir
 Canal Irrigation Ditch Street gutters
 Driveway Road

6. Which source of water indicated above occurred first?

1st 2nd 3rd

7. How did you come to this conclusion?

Direction of water flow indicated by fences pushed over
 Direction of water flow indicated by vegetation damage
 Location of property that is low side of road
 Information provided by the Insured
 Information provided by others Identify who
 Location of property metres from watercourse.....
 Other - provide details

8. If there was damage to the property (building and contents) from a number of different water sources (Q5), then what percentage of your damage/reserve is attributed to the first three (insert water source from Q5)

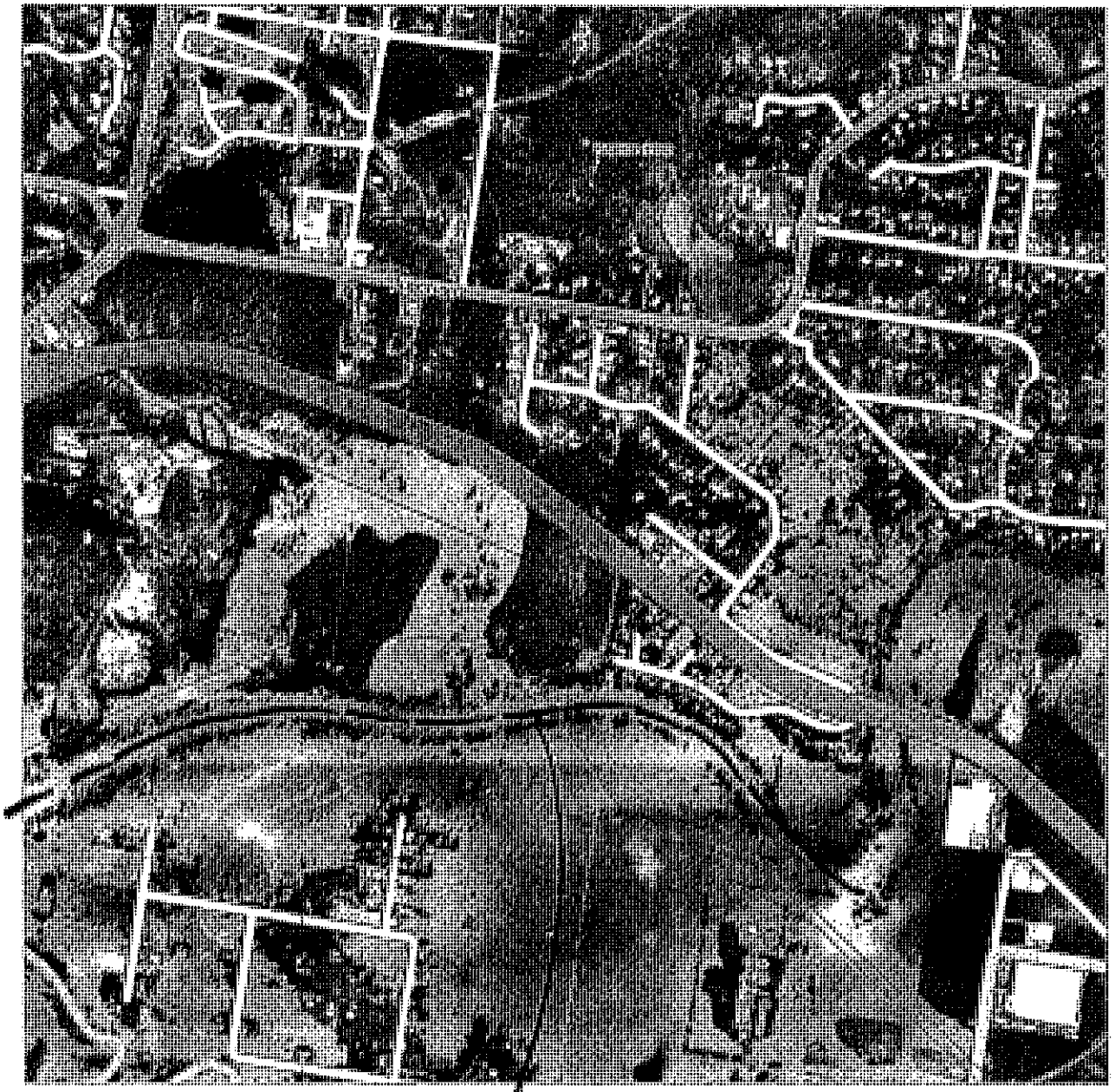
1. Damage from Percentage of total Reserve/Damage%
 2. Damage from Percentage of total Reserve/Damage%
 3. Damage from Percentage of total Reserve/Damage%

Notes:

Queensborough
Road, Karalee



Captured on: Thursday, 13 January 2011



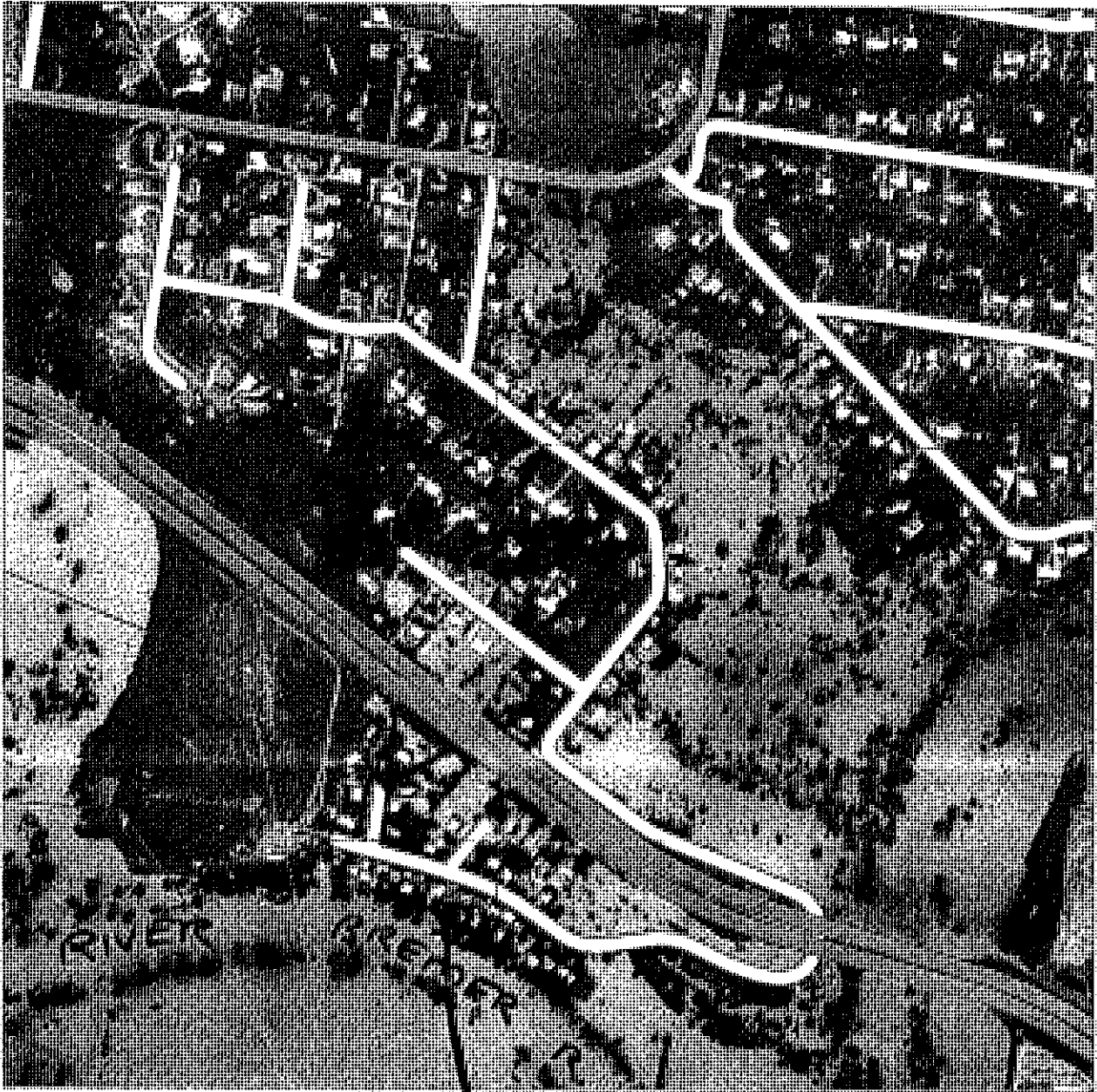
Bremer River

Notes:

Queensborough
Road, Karalee



Captured on: Thursday, 13 January 2011



Insured Property

R & J Chambers
 CL Ref: XXXXXXXXXX
SCOPE OF DAMAGE

Preliminary	Affected areas to be appropriately sanitized and dried
Kitchen (6 m x 3 m)	(New \$11,500.00 granite bench tops) - Remove and replace approximately 8 lineal metres of expensive kitchen floor units and pantry
	Replace gyprock sheeting
	Repaint all walls
	Replace oven and oven unit
	Check floor boards for integrity
	Attend to electrical and plumbing works as required
Lounge (5m x 6.5m)	Replace gyprock sheeting
	Replace skirting boards as required
	Repaint all walls
	Replace doors and jambs as required
	Attend to electrical fittings as required
	Check floor boards for integrity
Entry (2m x 3 m)	Replace gyprock sheeting
	Replace skirting boards as required
	Repaint all walls
	Replace doors and jambs as required
	Attend to electrical fittings as required
	Check integrity of tiling
Hallway (1m x 6 m)	Replace gyprock sheeting
	Replace skirting boards as required
	Repaint all walls
	Replace doors and jambs as required
	Attend to electrical fittings as required
	Check integrity of floor boards
Bathroom/ Toilet (4m x 3m)	Replace gyprock sheeting
	Check integrity of tiling - both walls and floor
	Replace vanity unit (approx. 1.5 lineal metres)
	Replace linen cupboard
Laundry (3m x 2m)	Replace gyprock sheeting to a level of 1.2 m.
	Check integrity of tiling
Master Bedroom (5m x 3.5)	Replace gyprock sheeting
	Replace skirting boards as required
	Repaint all walls
	Replace doors and jambs as required
	Attend to electrical fittings as required
	Check floor boards for integrity
	Replace carpet
	Replace wardrobe - 3 lineal metres

Bedroom 2 (4m x 3.5m)	Replace gyprock sheeting
	Replace skirting boards as required
	Repaint all walls
	Replace doors and jambs as required
	Attend to electrical fittings as required
	Check floor boards for integrity
	Replace carpet
	Replace wardrobe - 3 lineal metres
Bedroom 3 (4m x 3m)	Replace gyprock sheeting
	Replace skirting boards as required
	Repaint all walls
	Replace doors and jambs as required
	Attend to electrical fittings as required
	Check floor boards for integrity
	Replace carpet
	Replace wardrobe - 3 lineal metres
Patio	Floor boards bowing - check integrity
Garage 13m x 7m)	Attend to electrical fittings as required
External	Replace: 1 x 5000 litre tank 1 x 3000 litre tank Electric Gate
Insulation	The property was recently renovated and ceiling insulation installed throughout.



Photograph 1 – Insured property



Photograph 2 – gyprock stripped out



Photograph 3



Photograph 4



Photograph 5



Photograph 6

Cunningham Lindsey Australia Pty Ltd
Chartered Loss Adjusters
ABN 49 003 437 161
Suite 1, Level 5, 156 Pacific Highway
Greenwich, NSW 2065, Australia
Telephone: (02) 9934 5000
Facsimile: (02) 9934 5022
receivables@cl-au.com

Cunningham 
Lindsey



TAX INVOICE

Australian Associated Motor Insurers Limited
GPO Box 1155
Brisbane QLD 4001 Australia
ABN 92 004 791 744

Invoice Date: 12/02/2011
Invoice No: 551195
Please Quote: Our Invoice No when Paying
Payment: Due 14 days from invoice date

Client Reference:	[REDACTED]	Our Reference:	[REDACTED]
Policy Number:	[REDACTED]	Adjuster:	[REDACTED]
Insured:	Rebecca & Julian Chambers	Adjuster Branch:	Springwood
Claim Type:	Home Building (incl contents) Weather	Date of Loss:	11/01/2011

Professional fees	1,140.00
CAT Expense	124.00
Mileage	66.00

Net Fee	1,330.00
GST	133.00
Total Due:	\$1,463.00

Professional Fee:
Adjuster hours - 8hrs @ \$120.00 per hour = \$960.00
Claims Assistant hours - 4hrs @ \$45.00 per hour = \$180.00
Total Charged = \$1140.00

Mileage:
Total kms travelled = 120km
Charged 60km @ \$1.10 per km = \$66.00

EFT Payments to:
Cunningham Lindsey Australia Pty Ltd
Westpac Banking Corporation, St Leonards, Australia
BSB 032-297
Account No. 14-5329

Please quote Cunningham Lindsey invoice number on EFT payments

Swift Code: WPACAU2S (include code for international payments only)

Cheques payable to: Cunningham Lindsey Australia Pty Ltd

Correspondence: receivables@cl-au.com

EFT Payments to:
Cunningham Lindsey Australia Pty Ltd
Westpac Banking Corporation, St Leonards, Australia
BSB 032-297
Account No. 14-5329

Please quote Cunningham Lindsey invoice number on EFT payments

Swift Code: WPACAU2S (include code for international payments only)

Cheques payable to: Cunningham Lindsey Australia Pty Ltd

Correspondence: receivables@cl-au.com

Information about the QLD Premier's Disaster Relief Fund

Payments from the Queensland Premier's Disaster Relief Appeal Fund are available to eligible residents affected by Cyclone Yasi or the Queensland floods.

We enclose information below about the current round of relief payments. This information is sourced from the QLD Government's website (qld.gov.au/floods/form.html) and is correct as at 13 April 2011.

Assistance for structurally damaged homes (Round 3 payments)

Until 30 June 2011 the Queensland Government is accepting applications for relief funds from residents whose homes have been structurally damaged by Tropical Cyclone Yasi or the Queensland Floods.

The current round of relief payments is aimed at assisting residents whose homes have been structurally damaged, but not totally destroyed. Round 2 payments, which closed on 15 April 2011, offered assistance to residents whose homes were entirely destroyed.

Eligibility criteria for Round 3 apply. Eligible residents are entitled to an initial payment of \$5,000 to assist them with rehousing and recovery. Further funds of up to \$75,000 (\$80,000 in total) may be available to those who meet the Relief Fund's eligibility criteria.

The three essential eligibility criteria are:

- The resident's principal place of residence suffering structural damage as a result of either the recent Queensland floods or Cyclone Yasi, and*
- The resident being an owner-occupier of their home at the time, and*
- The resident's total household income being less than \$150,000 per annum.*

The QLD Government has advised that a principle place of residence can include a caravan, boat or other dwelling and no asset test is applied to this relief funding. There is however no relief funding for holiday or investment properties. Also, those residents who applied for Round 2 relief but were ineligible will be automatically considered for Round 3.

How to apply for Round 3 payments

*Application forms can be downloaded from www.qld.gov.au/floods/form.html. To apply, you need to submit a completed **Premier's Disaster Relief Appeal application for assistance form**.*

For more information visit www.qld.gov.au/floods/form.html or call 1800 173 349.

Round 3 relief fund applications close on 30 June 2011.

If you cannot download the form or need more information, visit your local Community Recovery Referral and Information Centre or QGAP office or call 1800 173 349.

ANNEXURE 7B .

12 May 2011

Mr Julian & Mrs Rebecca Chambers
PO BOX [REDACTED]
Mount Crosby 4306

Dear Mr & Mrs Chambers,

Your AAMI building and contents insurance claim: 6696679900

Thank you for contacting AAMI to tell us about the water damage to your building and contents located at [REDACTED] South Queensborough Pde Karalee QLD 4306 on 11 January.

As you know, we appointed an Assessor to attend your property and inspect the damage and we thank you for allowing this to happen.

Hydrology Report:

We have obtained a Hydrology Area Report which has been jointly issued by three established hydrology firms¹ that have investigated the cause and timing of water inundation in the area of your home.

Their report indicates that the inundation was caused by flood water escaping and overflowing from the Bremer River at the time your property was affected. This report is substantial (over 260 pages) and made up of two volumes. You can view it online and download a copy at www.insurancecouncil.com.au

Queensland Government aerial flood mapping:

We additionally refer you to publically available aerial flood mapping on the Queensland Reconstruction Authority's website: www.qldreconstruction.org.au/maps/interactive-map. This mapping, made available by the Queensland Government, indicates that your home was inundated by floodwater.

Your AAMI Building and Contents Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (on pages 8, 12 and 13) and your AAMI Contents Insurance Policy Product Disclosure Statement (on pages 16, 18, 19 and 21) (together referred to in this letter as your Policy) under the heading, 'What we

¹ The joint hydrology report has been issued by WRM Water and Environment, Water Matters International and Worley Parsons. For the Ipswich region this report is titled 'Flooding in the Brisbane River Catchment, January 2011' and is made up of Volume 1 "An Overview" and Volume 3, 'Flooding in Ipswich City LGA'.

cover – insured events' explains that you are covered for damage or loss to your building or contents occurring during the period of cover and caused by:

"Storm and rainwater including stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface."

Your Policy (on pages 9 and 13 for Building and pages 17, 19 and 21 for Contents) under the heading, **"You are not covered"**, further states that you are not covered for:

"Damage or loss caused by flood. Flood means the inundation or covering of normally dry land by water which:

escapes or overflows from, or

cannot enter because it is full or has overflowed, or

is prevented from entering, because other water has already escaped or been released from it,

the normal confines of any watercourse or lake including any that may have been modified by human intervention, or reservoir or canal, dam or stormwater channel.

Flood does not mean stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface."

Your Policy also states in the section, **"What we do not cover – general exclusions"** on page 14 for Building and page 22 for Contents:

"You are not covered under any section of the policy for damage, loss, cost or liability caused by or arising from or involving:

flood"

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, and viewing relevant Government mapping, it is evident that the damage to your home and contents was caused by flood. Specifically, the damage was caused by floodwater inundation from overflowing of the Bremer River which adjoins your property, on or around 11 January 2011. As your policy does not cover loss or damage caused by flood, we regret to inform you that your claim is not covered on this occasion.

We apologise to you for the delay in providing you with our decision.

Your right to have this decision reviewed:

If you are not satisfied with our decision, you are entitled to have it reviewed at no cost to you by our Consumer Appeals Service (referred to in policy booklets as the AAMI Customer Ombudsman or the AAMI Consumer Appeal Service), who will respond to you within 5 working days of receiving your telephone call, letter or e-mail. The Consumer Appeal Service team is independent of this Department and has the appropriate experience, knowledge and authority to carry out a review.

Your participation in this review process does not affect or compromise your entitlement to seek remedies elsewhere or to issue legal proceedings. Should you wish to exercise this right, please write to: The Consumer Appeals Service, AAMI, PO Box 14180, Melbourne City Mail Centre, Victoria, 8001, fax on 1300 316 047, telephone on 1300 130 794 (9 am – 5 pm EST Monday to Friday) or e-mail to consumerappeals@aami.com.au

If you are not satisfied with the response from our Consumer Appeals Service you may be entitled to apply to the Financial Ombudsman Service (FOS) for a review of that decision. The FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. AAMI is a member of this scheme and we agree to be bound by its determination about a dispute. Contact details for the FOS will be provided by our Consumer Appeals Service on the completion of its review.

Yours sincerely,


Technical Event Claims Manager - Queensland

ANNEXURE 8 -

Subject: FW: FOS dispute awaiting allocation for review: Mr Chambers & Mrs Chambers -
[REDACTED]

From: FOS Disputes [mailto:donotreplydispute@fos.org.au]

Sent: Wednesday, 11 May 2011 11:00 AM

To: AAMI Consumer Appeals

Subject: FOS dispute awaiting allocation for review: Mr Chambers & Mrs Chambers

This is a system generated e-mail. Please do not reply to this e-mail address.

Applicant: Mr Chambers & Mrs Chambers

Case Number: [REDACTED]

We have received a dispute in the name of Mr Julian Chambers & Mrs Rebecca Chambers concerning AAMI Ltd. The case number is provided above. This dispute may be a new dispute or it may have been previously registered with us and the applicant has advised that the matter remains unresolved.

Acceptance process

The next step is to assess if the dispute falls within our Terms of Reference. We do not require a response or any information from you at this stage. The purpose of this notice is simply to notify you that we have received the dispute.

Collection activity or recovery action

Financial services providers are generally prevented from taking further debt recovery action in relation to a debt which is the subject of a dispute with FOS.

Accordingly, we expect any recovery action to cease now that you are aware that a dispute has been lodged.

Dispute information

To assist you to identify the applicant, we provide the following information:

- Applicant name(s): Mr Julian Chambers & Mrs Rebecca Chambers
- Applicant 1 date of birth: [REDACTED]
- Applicant 2 date of birth:
- Applicant company name:
- Applicant address: [REDACTED] South Queensborough Parade, Karalee, QLD, Australia 4306
- Representative name: [REDACTED], Legal Aid Queensland
- Representative address: 44 Herschel Street, Brisbane, QLD, Australia 4000
- Phone no: [REDACTED]
- Email: [REDACTED]
- Reference type: Policy no.
- Reference: [REDACTED]
- Dispute summary: Applicant put in a claim regarding the Qld floods on the 13/01/11. Applicant has not received any response in regards to this claim. The applicant has experienced excessive delays for four months, and has not been given an answer in relation to their initial claim.
- Outcome requested: The applicant should be paid their claim, and given a response in regards to their claim.

Further Action

We will contact you again once we have assessed our jurisdiction to consider the dispute. If you are yet to review this dispute in accordance with your internal dispute resolution procedures, we would encourage you to do so.

If you have any questions in relation to this e-mail, you can contact us on 1300 56 55 62 or by e-mail at info@fos.org.au.

Yours sincerely

**Acceptance Team
Financial Ombudsman Service**

IMPORTANT

The contents of this email (including any attachments) are confidential and may contain privileged information. Any unauthorised use of the contents is expressly prohibited. If you have received this email in error, please notify us immediately by Telephone: 1300 78 08 08 (local call) or by email and then destroy the email and any attachments or documents. Our privacy policy is available on our website.

The following message has been automatically added by the Internet mail gateway to comply with the Group's Information Security requirements.

"This e-mail has arrived via the Internet, and therefore you should be cautious about its origin and content. Replies which contain sensitive information and / or legal/contractual obligations are particularly vulnerable.

In these cases you should not reply unless you are authorised to do so, and adequate encryption is employed."

If you have any questions, please contact the IS Service Desk.

ANNEXURE 9
CONSUMER APPEALS SERVICE

17 May 2011

Mrs Rebecca Chambers
Mr Julian Chambers
PO Box 7194
MOUNT CROSBY QLD 4306

Dear Mr & Mrs Chambers,

Re: AAMI Claim Number: [REDACTED]

Thank you for your request to have your claim reviewed through AAMI's internal dispute resolution (IDR) process.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's IDR process and AAMI is required to comply with my decision.

As part of the review process, I have requested the file from the relevant department. Once this has been received, I will consider this information, along with the information you have provided and inform you of my decision in writing. At this stage, I anticipate that my review will be finalised by 31 May 2011.

If you have further queries regarding the IDR process or wish to supply further information in support of your claim, I can be contacted on 1300 130 794 during business hours or via email at consumerappeals@aami.com.au.

Yours faithfully,

[REDACTED]
Dispute Resolution Officer

Consumer Appeals Service
447 Collins Street, Melbourne 3000, PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSL No. 238173



26. May. 2011 8:12

LAQ +61 7 3238 0000

No. 6404 P. 1



Due 16/06/2011

Our Ref: MAF(flood):1190502
Date: Thursday, 26 May 2011

Contact: [Redacted]
Telephone: [Redacted]
Facsimile: [Redacted]
E-mail: [Redacted]

The Manager
Internal Dispute Resolution
AAMI
Fax: 1300 316 047

Dear Colleague

Julian and Rebecca Chambers Claim [Redacted]

Request to review decision as quickly as possible following refusal of claim dated: 12 May 2011.

The Civil Justice (consumer protection) unit at Legal Aid Queensland acts for the abovenamed for the purpose of this request to review your company's decision to refuse our clients' insurance claim arising from events in December 2010 and/or January 2011.

Please ensure that all further correspondence on the reconsideration of the refusal is directed to our unit, attention the author, [Redacted]

Our clients' formally now requests that the decision to refuse Insurance be reviewed.

In support of the request for review, we ask that you take the following into consideration:

Statements relied on by our clients'

When our clients took out their insurance policy, in addition to the PDS which they have received, they also remember receiving a letter dated 26 June 2008. It said "the insurance cover is finalised and automatically debits out of your account. It says we will remain fully insured for that amount." Fully insured to us means that we are covered for everything. After reading the Policy we were confident that we were covered for everything including flood. "I thought we were covered for everything, definitely for flooding as we live on the bank of a river, I never thought we wouldn't be covered."

In these circumstances where the consumers live on a river and receive a letter telling them that they are fully insured, a reasonable person is likely to form the view that they are covered and protected against all forms of damage that their property is at risk of. In particular when a property is on a River, it is reasonable to suggest that the biggest threat to that property is the threat of flood. By sending out a letter telling our clients'

- 2 -

26 May 2011

that they are fully insured it is implicit in that letter that they are covered for the greatest threats against the property. It is reasonable to say that the most pressing of those threats is the threat of flood.

Clients unaware of the illusory nature of their insurance policy

Furthermore, our clients did not understand that they would not be covered for water rising from the river abutting their land.

They had every incentive to ensure that their major investment asset was protected and if they had been drawn to your company's distinction excluding riverine water rising and/or at the time they took out the policy or upon annual renewal they would have immediately sought a policy which did offer them adequate protection.

At all times flooding of the Bremer River was foreseeable by our clients, your management and by the average person in the street with any knowledge of the history of Brisbane and Ipswich.

They relied upon your company, as a reputable insurer to alert them to the absolute inadequacy of the policy for their needs given their proximity to the Bremer River. They were oblivious to the risk that they had inadvertently assumed by taking out insurance with you and by renewing and remaining with that policy. This lack of awareness was reinforced by your letter informing them that they were fully insured.

Your staff had a duty of utmost good faith to inform our client's of the unsuitability of the insurance cover selected by you in consultation with them. The product has been shown to be dangerous and unsafe for them and has led to the loss of their insured assets.

Given this failure to adequately inform and draw the shortcomings of the policy to our clients' attention and given the unsuitability of the product for their needs, we request that you reconsider your refusal to honour their claim.

Total failure of consideration/Breach of duty to act with utmost good faith

We note the obligation your client company and its staff had to honour the organisation's statutory responsibility to treat our client with *'utmost good faith'*. Utmost good faith mandated by s 13 *The Insurance Contracts Act 1984(Cth.)* required furnishing a customer with the best possible option to protect themselves from impending and foreseeable risks in circumstances where failure to do so meant the very real loss of the asset, the subject of the protection. An option to increase protection and cover 'flood' was not offered nor a warning given before the event despite the real foreseeability of riverine flooding.

We accept that there is no duty at law to provide insurance. There is however a duty to act towards an existing insured with utmost good faith and in all of the circumstances, your company's actions towards our client fell short of this duty in failing to assist them to obtain satisfactory coverage or provide them with other options to mitigate their loss and by your agent's cavalier representation that they were indeed covered for flood

26 May 2011

Our client's loss is the damage sustained as a result of the inadequacy of their insurance policy to cover the loss. We ask that you reconsider honouring this claim based on the facts described above.

Exclusion relied upon by you (definition)

In the alternative, AAMI's refusal letter dated 12 May 2011 indicates that our clients' claim for their property has been rejected on the basis that the damage to their property was caused by Flood water and this is not covered by AAMI's Policy. Flood is defined on Pages 19 and 21 of their Contents Policy and pages 8, 12 and 13 of their Building Insurance Policy.

Reliance on Exclusion by you

Page 19 and 21 of AAMI's Contents Policy and Pages 9 and 13 of AAMI's Building Policy define flood as:

"the inundation or covering of normally dry land by water which:

- Escapes or overflows from, or
- Cannot enter because it is full or has overflowed, or
- Is prevented from entering, because other water has already escaped or been released from it,

The normal confines of any watercourse or lake including any that may have been modified by human intervention, or reservoir or canal, dam or stormwater channel.

Flood does not mean stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

We also note that Page 22 of the Contents Policy highlight flood as a general exclusion.

However, we also note that Pages 18, 19 and 21 of the Contents Policy and Pages 8, 12 and 13 of AAMI's Building Policy provide cover for "Storm and Rainwater including Stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface."

In our view "flood" is covered by the policy, unless it is shown that there is an exclusion which has been clearly communicated to the insured. This is not the case for our clients'.

In our view as "flood" is a prescribed event for the purposes of section 35 of the Insurance Contracts Act 1984 as defined in regulation 14, you had a duty to clearly inform clients' that "flood" was excluded under the policy. The Corporations Act 2001 also requires "clear, concise and effective" disclosure.

The reason for this is that when the definition of flood is read with the definition of Stormwater and runoff, the two definitions are likely to cause confusion for a reasonable consumer. The reason for this is that it is almost impossible for a reasonable consumer to identify when stormwater run-off becomes water that cannot enter a drain/watercourse because it is full or has overflowed. Furthermore, there are similar problems in identifying what is the difference between water that has overflowed from a

- 4 -

26 May 2011

stormwater drain because it cannot reach the watercourse as the watercourse is full which is not covered and water that has escaped from a stormwater drain which would be covered as part of stormwater run-off.

There is also an issue about water escaping from flooded watercourses up storm water drains into streets. If this is viewed as water escaping or overflowing it would not be covered but if it is viewed as water escaping from a stormwater drain it would be covered under the Policy. The distinctions between the definitions that signify coverage and no coverage under the Policy are artificial and it is unreasonable to expect as reasonable consumer to understand them. They have no way of being able to identify the insurance coverage they have and the circumstances in which it would apply.

In our view, such contradictory definitions do not meet either the requirement to "clearly inform" under s35 of the Insurance Contracts Act or the requirement for "clear concise and effective" disclosure under the Corporations Act.

In those circumstances you ought not to rely on the exclusion and payout our clients' claim.

Storm

In the alternative, the damage caused to our clients' property was caused as a result of run-off from a storm and/or rainwater.

Pages 18,19 and 21 of the Contents Policy and Pages 8, 12 and 13 of the Building Policy provide cover for "Storm and Rainwater including Stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface."

The view that the damage was caused by Storm including stormwater run-off is supported by the severe weather warning with warnings of heavy rainfall and flash flooding was issued by the Bureau of Meteorology shortly before 9am as reproduced below and it our view that all of the evidence points to storm cells with torrential downpours which hit suburbs and surrounds of Brisbane on that morning:-

Tuesday, January 11, 2011 8:49 AM

Subject: QLD Severe Weather Warning: Heavy Rainfall and Flash Flooding



26 May 2011

QLD Severe Weather Warning: Heavy Rainfall and Flash Flooding

*Dedicated to a better Brisbane*

Source: Bureau of Meteorology

For people in the Southeast Coast District and the Darling Downs and Granite Belt District southeast of Dalby to Goondiwindi.

Issued at 8:00 am on Tuesday 11 January 2011

Synoptic Situation: At 8am AEST, an upper level low was located over the Darling Downs and Granite Belt district and is forecast to move to the southwest and slowly weaken.

Heavy rain areas and thunderstorms are expected to continue through the Southeast Coast and Darling Downs and Granite Belt today. Heavy falls will lead to localised flash flooding and will worsen existing river flooding.

Currently, an intense slow moving band of rainfall extends from about Maroochydore to Warwick. Rainfall rates in this band are reaching 80 to 100 mm per hour.

We also note the view that a number of storms affected the Brisbane and Ipswich area is also supported by The Special Climate Statement released by BoM which is quoted in the Insurance Council of Australia Hydrology report for the Brisbane Local Government Area. Relevantly it says:

"10 to 12 January. An upper-level low combined with a humid easterly flow to bring very heavy rain to southeast Queensland and northeast New South Wales. The heaviest falls were in the areas north and west of Brisbane (Figure 1e). Three-day totals exceeded 200 mm over most of the area bounded by Brisbane, Gympie and Toowoomba, including the majority of the Brisbane River Catchment. Further south, totals exceeding 100 mm extended to the coast and adjacent ranges of New South Wales north of Coffs Harbour, locally approaching 200 mm on parts of the Northern Tablelands, and also extended into inland southern Queensland as far west as Dalby.

The heavy rain covered a smaller area than was the case in the late December event. The highest daily totals observed in the Bureau's regular network were 298.0 mm at Peachester and 282.6 mm at Maleny on 10 January, while the highest three-day totals were 648.4 mm at Mount Glorious and 617.5 mm at Peachester. Intense short-period falls also occurred during the event, with one-hour falls in excess of 60 mm occurring on both 10 and 11 January at numerous stations in various locations north and west of Brisbane. It is possible that higher short-period falls occurred in areas between observing sites." (emphasis added)

The Radar Images in Appendix A of the Report and referred to on Pages 24 and 25 of the ICA Hydrology report are also relevant. We have attached a copy of the relevant

26 May 2011

radar images. These images support the view of many of our clients' that Brisbane and its surrounds experienced a storm on the morning of 11 January 2011 which resulted in heavy rain that in turn caused the damage that falls within the definition of storm in our clients' AAMI's Policy.

Our clients' are aware that local catchments and ground soils were saturated as a result of prolonged rain over this period, exacerbated by heavy rains and thunderstorms which affected parts of Brisbane and Ipswich on Monday 10th January and on Tuesday 11th January 2011.

The evidence provided by these eyewitness clients suggests quite strongly that the damage caused to this property was caused by stormwater and rainwater and run-off. This conclusion is also supported by the joint ICA Hydrology Report for the Ipswich Region dated 20 February 2011. This report refers to the last rainfall event occurring between 0600 and 1500 hours on Tuesday 11 January 2011.

We also note that there were 4590 recorded lightning strikes between 11pm on 10th January to 11pm on 11th January 2011 in the Ipswich Area. (from 9 the previous 24 hours and none from Tuesday 11pm to Wednesday 11pm).

Total Strikes	Date and Time
9	11:00PM on 09 Jan 2011 to 11:00PM on 10 Jan 2011
4590	11:00PM on 10 Jan 2011 to 11:00PM on 11 Jan 2011
0	11:00PM on 11 Jan 2011 to 11:00PM on 12 Jan 2011

There is little doubt that storms occurred across Ipswich on Tuesday morning, 11 January 2011.

According to the Bureau of Meteorology (BoM) daily weather observations, there were a number of distinct recorded weather events, including rain, that occurred in the Brisbane area over the period 9th to the 12th January, inclusive, as shown at <http://www.bom.gov.au/climate/dwo/IDCJDW0400.shtml>

The BoM data records rainfall that relates to the 24 hour period prior to 9am on the day its recorded. For example the BoM website records 70mm of rain next to the date of Monday 10 January, 2011. This rain reading relates to the 24 hour period prior to 9am on Monday 10 January 2011. The BoM notes state:

Rain	Precipitation (rainfall) in the 24 hours to 9am.	millimetres
------	--	-------------

For the period Monday 9am to Tuesday 9am just 39.4mm rainfall was recorded and a very high 110mm was recorded for the period from 9am Tuesday to 9am Wednesday. This accords with our many local residents recollection that another storm occurred Tuesday morning and it was only as a result of this storm that flash flooding occurred in the local area.

26 May 2011

Legal Aid Queensland now has many clients, living in Ipswich along the River recalling a severe thunderstorm on Tuesday 11th January in the morning. Specifically we are taking statements confirming that lightning was observed, residents heard thunder and experienced extremely heavy rain squalls in their local area.

Windspeeds recorded by the BoM and reported show that winds were gusting at up to 59kms per hour on the Monday and at 39 kms on the Tuesday. These speeds were elevated from the previous week and support our client's claim that a storm had passed over her property on Tuesday morning resulting in high winds and heavy rain.

This data supports our clients' view of what happened. They recall it raining heavily all day, which supports our view that a storm and stormwater run-off affected Karalee on 11 January 2011. They describe what they were told in the following way:

"The water actually came from the front out house not the back where the river is. The water was coming from out the front of the house. It came from down the road from the right side of South Queensborough road when standing in front of the house facing the road. There are stormwater drains out in that direction. We thought we were the highest point on the road. The water entered from the front into the house at about 3:30am on the 12th January. We live on the river but it wasn't coming from the back.

On the night of January the 11th, I was at the house as the water rose. Yes the water rose from the street to the right looking at the road, as at the same time the water rose from the river. We were essentially an island & the water met in the middle, being our front yard (street side). Still in the house at this time were myself, my brother and my neighbour. While still dry inside (our house is on 800mm poles) and water covering land outside, We all witnessed water start pushing up from our sinks & toilet. The septic system & the grey water system was being pushed inside the house from the water outside that was coming from the Road.

It was only after a short period of this happening did we leave. The inside of the house was covered in septic and grey water, we had to leave due to smell. When we left we walked down at least one stair before standing in water. We then drove our vehicles from the house to dry land. Yes the flood water from the river entered into the house, but by that time damage had already been done to the lower areas of the house."

The evidence above the effect of stormwater and water escaping from drains supports our clients' view that heavy rain through storm and rainwater run-off, which is covered by AAMI's Policy, was the proximate cause of the damage to their property.

As a consequence, as the event which caused damage to our clients' property is an Insured event under the Policy, AAMI is required to pay out all of our clients' claims.

Hydrology report and assumptions about cause of water damage

We note that your refusal letter relies on the Joint Hydrology Reports commissioned by the Insurance Council "Flooding in the Brisbane River Catchment, January 2011" to deny our clients' claim. We would note that on page iii of this report it says "The maps

- 8 -

26 May 2011

should *not be used* to assess flooding at individual properties, which can be influenced by a number of local factors that may not be properly reflected in the information shown on the maps. This is especially true around the limits of inundation."

We would note that it is dangerous to rely on such a general hydrology report that does not take into account the specific circumstances of the water event in the Karalee area. We would question whether such a general reliance would meet AAM's obligations under the Insurance Contracts Act and the Insurance Codes of Practice.

Request for information you relied upon to make your decision

If, upon consideration of the matters raised in this letter you reaffirm the original refusal, would you be so kind as to provide copies of any evidence, hydrology and clients' information that you have used to determine this claim and/or in reconsideration of this claim within 7 days of your review.

In particular, we would appreciate a transcript of our clients' proposal for insurance and record of this claim (if you have one) and a transcript of any discussion with our clients' or agent upon which you rely to support the decision you have made.

Response and urgency for our clients'

Because our clients' home is not habitable they are in considerable hardship and extreme inconvenience as they await the outcome of their insurance claim. Our clients' is struggling to cope with the loss of a habitable home. We would appreciate it if you would expedite this review to minimise further harm that delay and uncertainty is causing for this clients'.

Our clients' has prepared the quantum of the loss they have suffered to their home and contents in haste and we hereby reserve their rights to revise their claim if necessary.

Yours sincerely,

per. [REDACTED]
Legal Aid Queensland

[REDACTED]
Senior Solicitor/Consumer Advocate
Civil Justice Services (consumer protection)

Flooding in the Brisbane River Catchment, January 2011
20 February 2011

IGA Hydrology Panel

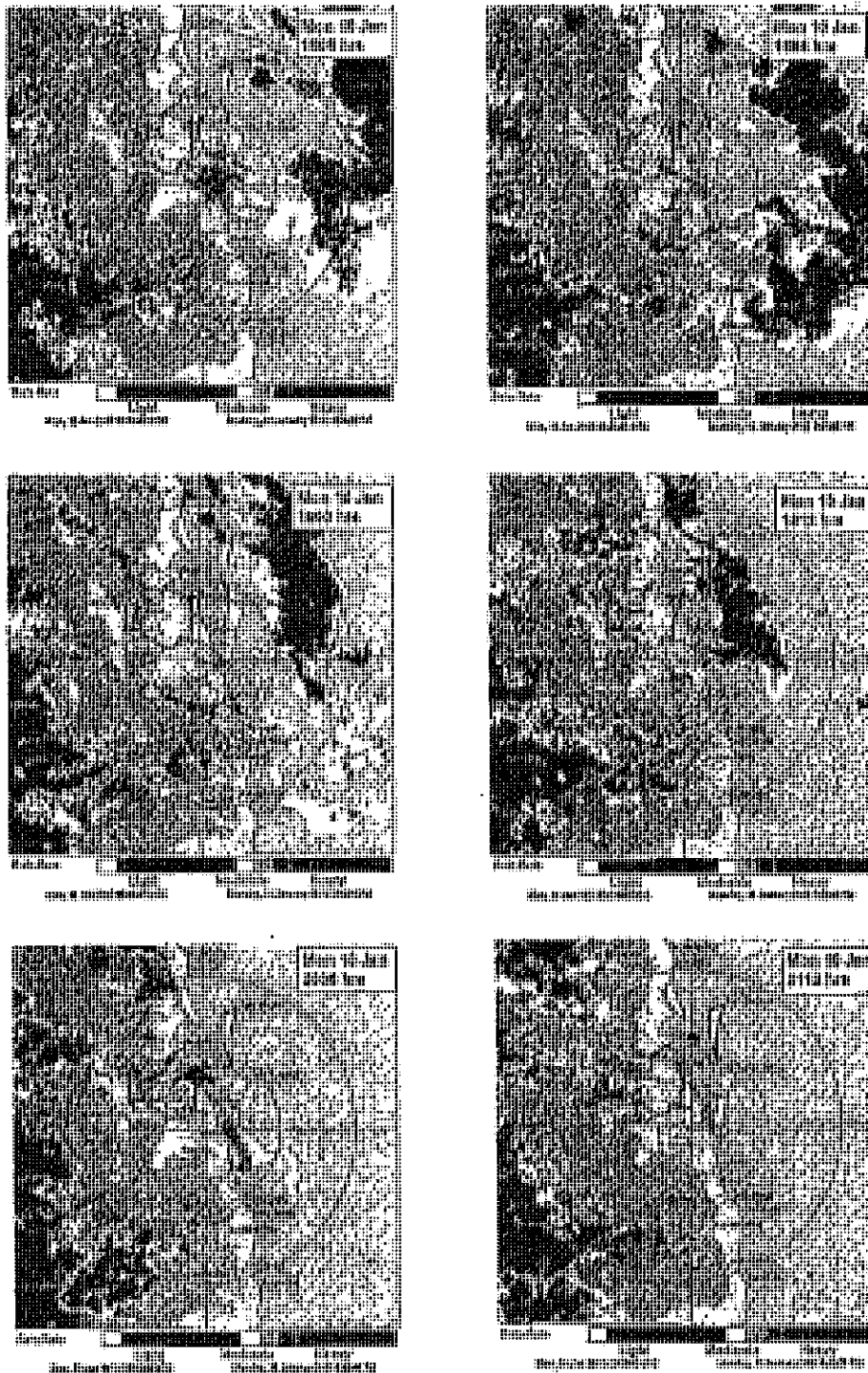


Figure A8 Radar Images, 1606 Hours to 2112 Hours Monday 10 January 2011

Flooding In the Brisbane River Catchment, January 2011
20 February 2011.

ICA Hydrology Panel

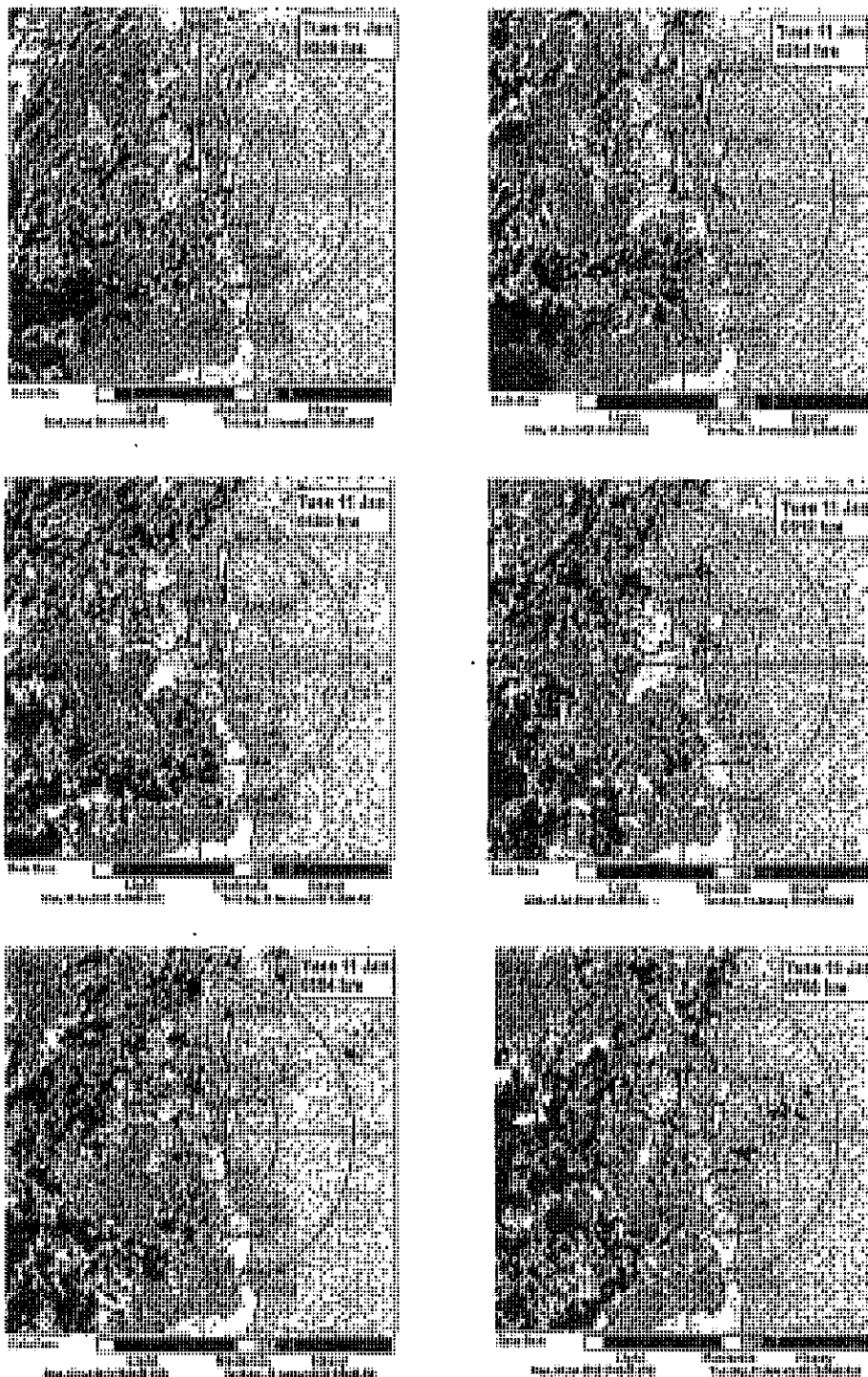


Figure A9 Radar Images, 0206 Hours to 0706 Hours Tuesday 11 January 2011

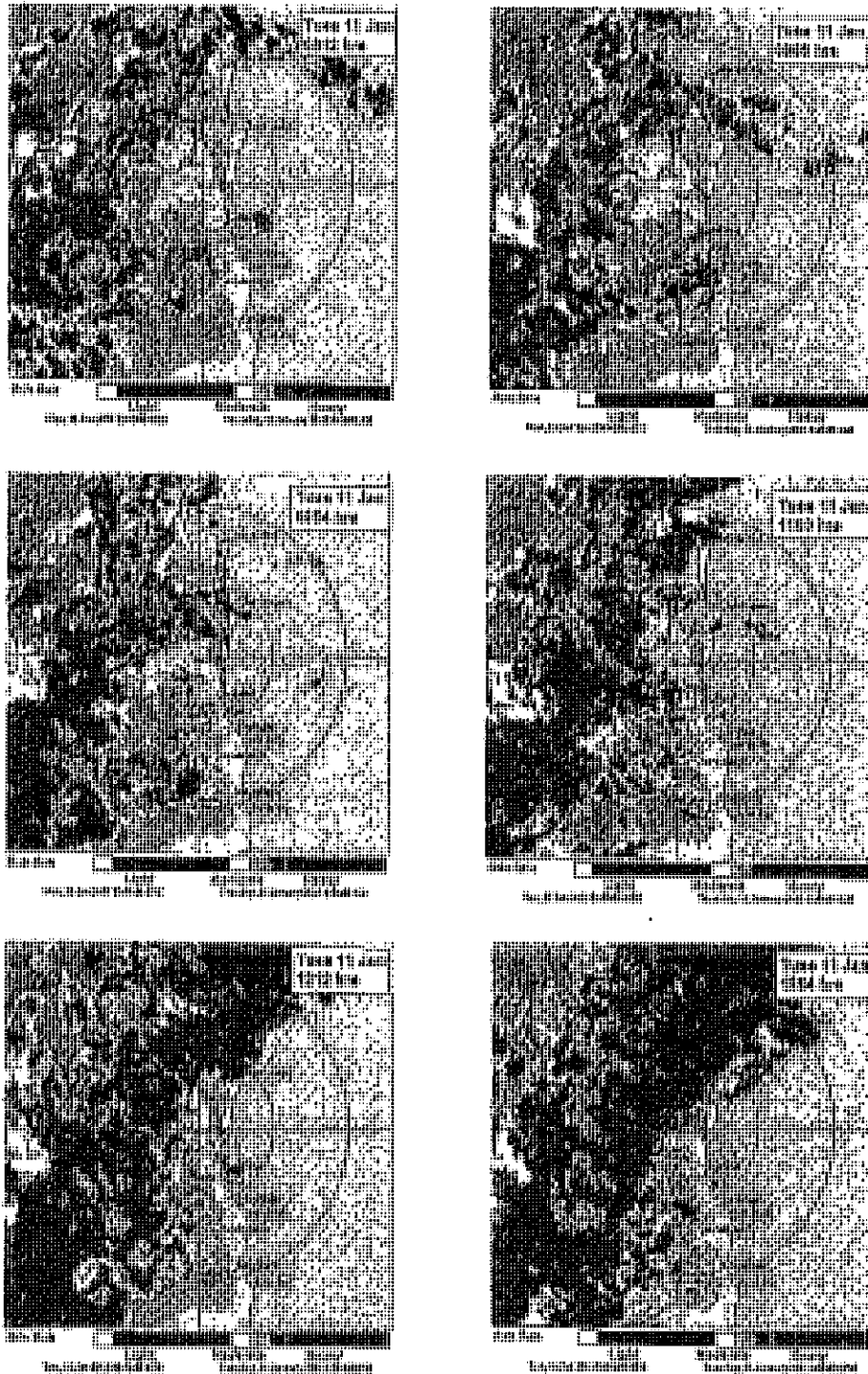


Figure A10 Radar Images, 0812 Hours to 1254 Hours Tuesday 11 January 2011

Flooding in the Brisbane River Catchment, January 2011
20 February 2011

ICA Hydrology Panel

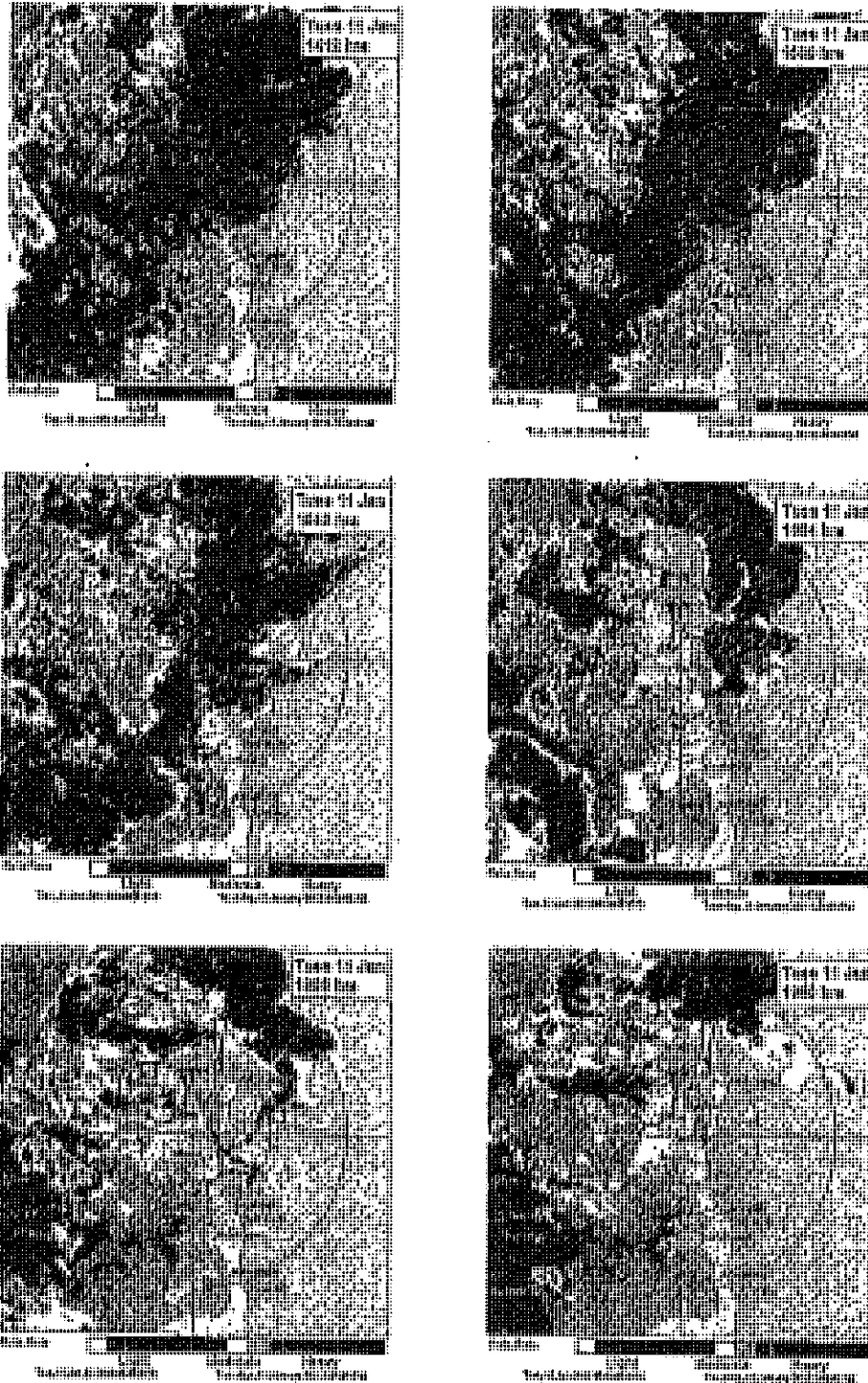


Figure A11 Radar Images, 1412 Hours to 1900 Hours Tuesday 11 January 2011

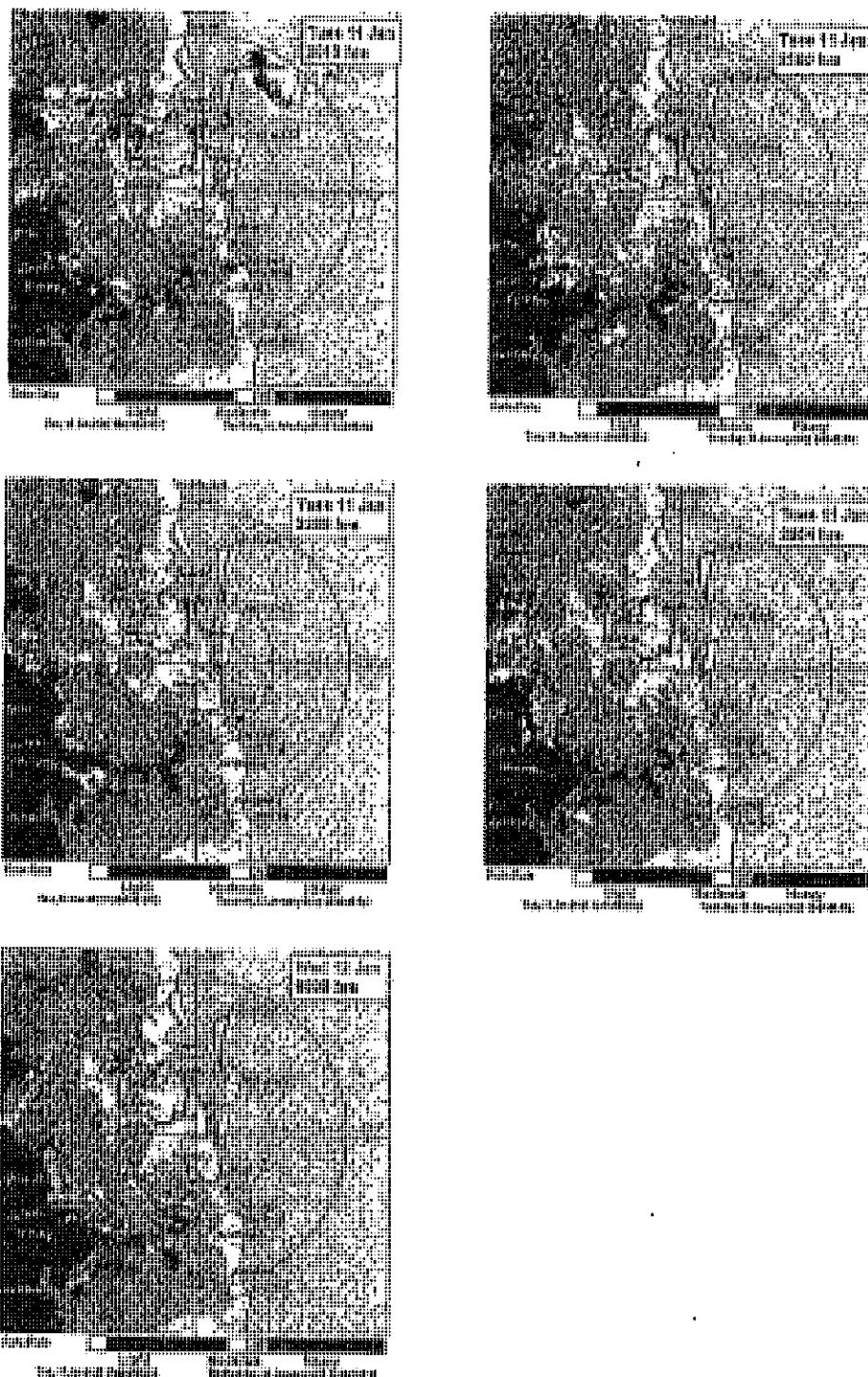


Figure A12 Radar Images, 2012 Hours on Tuesday 11 January to 0000 Hours Wednesday 12 January 2011

CONSUMER APPEALS SERVICE

27 May 2011

[REDACTED]
Senior Solicitor/Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

Dear Mr. [REDACTED]

RE: **AAMI Claim Number:** [REDACTED]
Your Reference: MAF (flood) [REDACTED]
Clients: Julian and Rebecca Chambers

I am writing in regard to your request to have your clients' complaint reviewed promptly through our Internal Dispute Resolution (IDR) process.

It is my role as Dispute Resolution Officer to review the complaint in accordance with AAMI's internal dispute resolution process.

I note your request for an expedited review for your clients and whilst I will endeavour to do this, I must advise it may take up to 15 business days due to the number of other similar matters already under review here. In the unlikely event my review of this particular matter requires additional time, I will notify your office with a view to agreeing to an alternative timeframe.

I can be contacted on 1300 240 437 during business hours or alternatively by email to consumerappeals@aami.com.au

Yours faithfully,

[REDACTED]
Dispute Resolution Officer

Consumer Appeals Service
447 Collins Street, Melbourne 3000. PO Box 14180, Melbourne City Mail Centre, Vic 8001
Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSL No. 238173



CONSUMER APPEALS SERVICE

14 June 2011

Senior Solicitor / Consumer Advocate
Civil Justice Services Legal Aid – Queensland
GPO Box 2449
BRISBANE QLD 4001

COPY

Email: [REDACTED]

Dear Mr. [REDACTED]

Re: AAMI Claim Number: [REDACTED]
Your Reference: MAF(Flood): [REDACTED]
Client: Julian and Rebecca Chambers

I am writing in regard to your request to have your clients' complaint reviewed through our Internal Dispute Resolution (IDR) process.

I have been appointed to review the complaint. I confirm receipt of your submission dated 26 May 2011.

The Policy

The claim has been lodged under an AAMI Home Building and Contents Insurance Policy (the policy).

Pages 10 to 12 of the building policy and page 18 of the contents policy explains you are covered for Storm and rainwater including stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface. It further states storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Page 11 to 13 of the building policy and page 19 to 21 of the contents policy explains you are not covered for damage or loss caused by **flood**. **Flood** means the inundation or covering of normally dry land by water which:

escapes or overflows from, or
cannot enter, because it is full or has overflowed, or

is prevented from entering, because other water has already escaped or been released from it,

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Telephone: 1300 130 794 Facsimile: 1300 316 047 Email: consumerappeals@aami.com.au
Australian Associated Motor Insurers Limited ABN 92 004 791 744. AFSL No. 238173



the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.

Flood does not mean stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

The Claim

Your clients contacted AAMI on 12 January 2011 to advise that water had inundated their home.

AAMI appointed an external assessor, Cunningham Lindsey, to provide a report on the cause and level of damage sustained to the property. AAMI also considered a report from an external hydrologist panel commissioned by the Insurance Council of Australia to confirm the cause of the water inundation. This Hydrology Area Report (hydrologist) had been jointly issued by three established hydrology firms to investigate the cause and timing of water inundation in the area of the home.

After considering the reports, AAMI wrote to your clients on 12 May 2011 advising the claim was not for acceptance. AAMI's decision had been made on the basis the damage to the home and contents was caused by flood which is specifically excluded from cover.

Your clients engaged the services of Legal Aid Queensland. You have provided a submission setting out why you believe the claim should be covered.

My Decision

I have read and considered all of the available material on your clients' file including reports from the assessor and hydrologists along with the interactive flood map provided on the Queensland Government website. I have also reviewed your submission dated 26 May 2011.

It is a general principle of insurance law that it is up to the policyholder to prove that the damage in respect of which a claim is made is covered under the terms of the policy of insurance. The AAMI Home Building and Home Contents policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provide that loss or damage caused by flood is not covered. I accept that this is clearly set out in the home and contents policy booklets.

I have reviewed AAMI's letter and the reports they considered and I am satisfied AAMI's letter dated 12 May 2011 sets out the basis of the decision not to accept your clients' claim. I am guided by the expert qualified opinion of the external assessor and hydrologist in this matter and in the absence of any other evidence from similarly

qualified experts to prove the damage or some part of it was caused by an event covered under the policy, I accept the damage to your clients' property was caused by flood.

In regard to your comments relating to the Hydrology Area Report AAMI has considered when determining whether your clients' claim fell within the scope of cover provided by the policy, I accept that a site specific assessment report was conducted by Cunningham Lindsey on 31 January 2011 and that the hydrology report formed only part of the evidence relied upon.

You have stated your clients received a letter dated 26 June 2008 that said they were "fully insured" and they considered this to mean they were covered for everything, including flood as they live on the bank of a river. Further, you state AAMI staff had a duty of utmost good faith to inform your clients' of the unsuitability of the insurance cover selected during consultation with them. You assert AAMI has failed in its statutory responsibility to treat our clients with 'utmost good faith' as required by section 13 of *The Insurance Contracts Act 1984* (ICA).

I am satisfied that it is not reasonably practicable to read the entire policy to a prospective insured over the phone and therefore section 69(2) of the ICA provides that where it is not reasonably practicable for information to be given orally or in writing, giving the information in writing within 14 days of commencing cover is sufficient. I have confirmed that a copy of the policy documentation was posted to your clients.

Your clients' policies are defined events policies, which do not cover all risks. They only provide cover for loss or damage caused by the events specified in the policy, subject to any exclusions. I accept the onus rests with your clients, the policyholders, to read the policy documents and ensure the cover provided meets their requirements. In the event that the information set out in these documents is incorrect, or if the cover they have purchased is inadequate, the onus remains with your clients to contact AAMI and complete the required amendments.

I have also confirmed AAMI Management's directives to staff are to advise customers of basic policy coverage and to ensure each customer reads their Product Disclosure Statement (PDS).

You have also asserted that the wording contained within the policy is confusing and misleading, and makes it difficult for customers to assess their coverage under the terms of the contract. However, I accept that the policy clearly and unambiguously provides that whilst damage arising from storm and rainwater (including storm water runoff) is covered, damage arising from flood is not.

Flood is defined (in summary) in the policy as *the inundation or covering of normally dry land by water which escapes, overflows, cannot enter or is prevented from entering the normal confines of any watercourse or lake*. I accept that this is clearly set out in the policy booklet on page 19 (contents) and page 13 (building). Accordingly I accept that AAMI's policy clearly sets out the circumstances of when it will provide cover, and clearly defines which situations it deems to be 'flood'. On this

basis, I accept that the wording is clear and AAMI is entitled to rely on the policy exclusion.

In summary, I accept that the damage to your clients' home and contents was caused by floodwater inundation from overflowing of the Bremer River which adjoins their property, on or around 11 January 2011. However I also accept that the policy clearly provides that resultant flooding as defined is not covered.

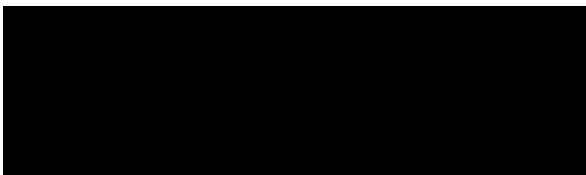
Whilst I very much empathise with your clients' situation, I am obliged to make decisions in accordance with the terms and conditions of the policy. In the circumstances, I accept that AAMI's decision not to accept this claim is correct.

My decision represents AAMI's final decision in relation to your clients' complaint. If your clients wish to pursue the complaint further they are entitled to apply to the Financial Ombudsman Service (the FOS). The FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). AAMI is a member of this scheme and we agree to be bound by its determination about a dispute. Any such application must be made within two years of the date of this letter to:

Financial Ombudsman Service
GPO Box 3
MELBOURNE VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 96136399
Website: www.fos.org.au
Email: info@fos.org.au

Yours faithfully,

A large black rectangular redaction box covering the signature of the Dispute Resolution Officer.

Dispute Resolution Officer

0768-02-790
8 August 2011



WRM Water & Environment Pty Ltd
ABN: 96 107 404 544 ACN: 107 404 544

Level 5, Paddington Central,
107 Latrobe Terrace, PO Box 809,
Paddington Qld 4064 Australia
tel +61 7 3367 1279 fax +61 7 3367 1679
www.wrmwater.com.au

[REDACTED]
Acting Technical Event Manager, Suncorp
GPO Box 2988
Brisbane QLD 4001

Dear [REDACTED]

**SUBJECT: RAINFALL AND LOCAL STORMWATER BEHAVIOUR DURING THE
JANUARY 2011 EVENT – [REDACTED] SOUTH QUEENSBOROUGH PARADE,
KARALEE (CLAIM NO. [REDACTED])**

In response to your request we have reviewed rainfall, water level and topographic data relevant to inundation of the above property during the January 2011 inundation event. As requested, we have not undertaken a site inspection of the property or spoken directly to the insured.

1 RAINFALL DATA

Figure 1 shows recorded hourly rainfall data at the Bundamba (Hanlon Street) Alert rainfall station (Station No. 540249) located approximately 1.5 km south-west of the subject property. A total of 123mm of rainfall was recorded in the vicinity of the subject property in the period between 0000 hours on Sunday 9th January 2011 and 1800 hours on Tuesday 11th January 2011. No significant rainfall was recorded after about 1400 hours on Tuesday 11th January 2011. The peak hourly rainfall intensity of 16.3mm/hr was recorded at Bundamba (Hanlon Street) Alert in the hour to 1400 hours on 11th January 2011. The peak stormwater runoff at the subject property would have occurred within about 15 minutes of the peak rainfall intensity.

Table 1 shows recorded rainfall intensities for various durations at the Bundamba (Hanlon Street) Alert rainfall station. Table 1 also provides an estimate of the average recurrence interval (ARI) of recorded rainfalls at this station, obtained by comparing recorded rainfall intensities with design rainfalls from Australian Rainfall and Runoff (Pilgrim, 1998). For durations up to 24 hours the recorded rainfalls had ARI's of less than 1 year. This means that higher rainfall intensities are regularly experienced in the area of interest. The higher rainfall intensities which caused major flooding in the Brisbane and Bremer Rivers occurred further to the west of the subject property.

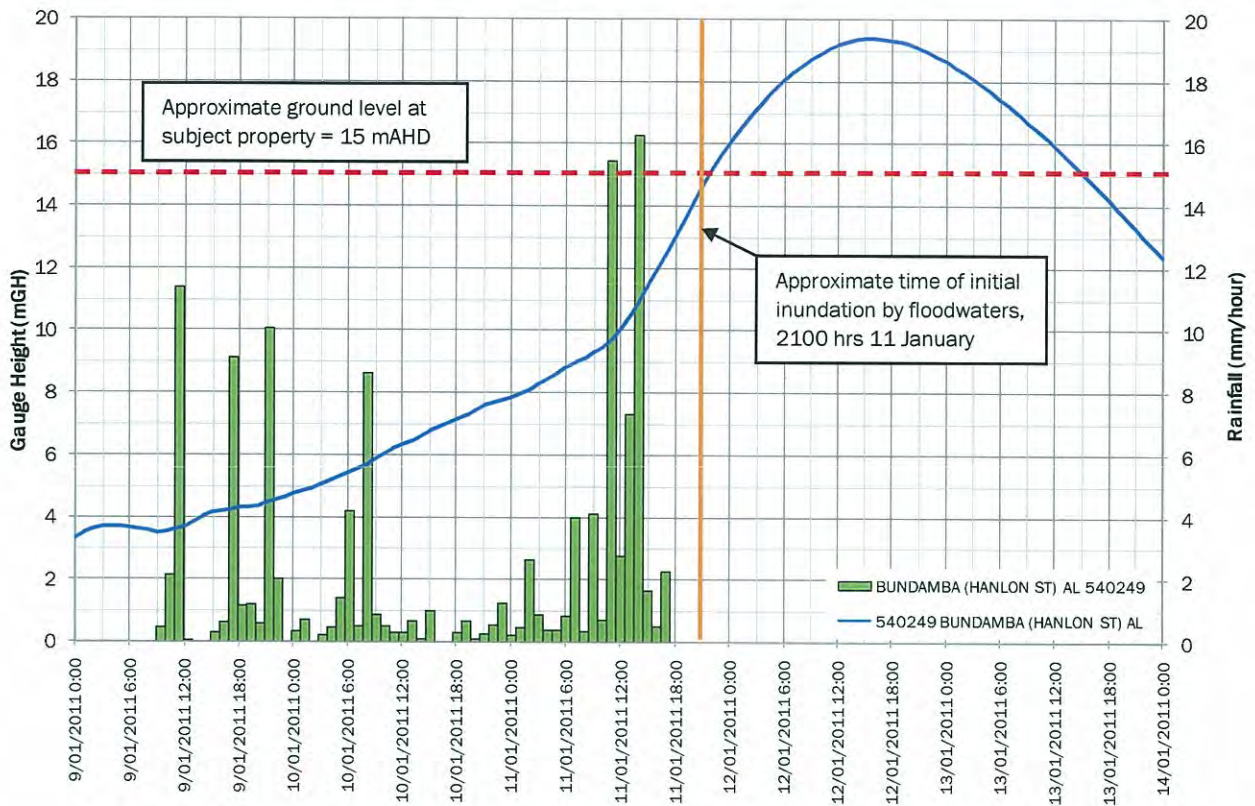


Figure 1 – Recorded hourly rainfalls and water levels in the vicinity of the subject property, 9th to 14th January 2011.

Table 1 – Estimated ARI's for rainfall recorded in the vicinity of the subject property.

Bundamba (Hanlon St) Alert - 540249			
Duration (hrs)	Estimated ARI		Max. Intensity (mm/hr)
	(years)	Max. Rainfall (mm)	
0.25	<1	11.8	47.3
0.5	<1	13.9	27.9
1	<1	16.3	16.3
2	<1	23.8	11.9
3	<1	32.9	11.0
6	<1	48.0	8.0
12	<1	56.2	4.7
24	<1	64.0	2.7
48	1-2	106.0	2.2
72	1-2	123.0	1.7

2 DRAINAGE NETWORK AND RECORDED WATER LEVELS

Figure 2 shows the regional drainage characteristics in the vicinity of the subject property. The subject property is located adjacent to the Bremer River. Runoff from around the subject property would drain to the Bremer River within a few minutes. The Bremer River is considered a watercourse.

Figure 3 shows the relative ground levels in the vicinity of the subject property. There is virtually no external stormwater catchment draining towards the subject property. Stormwater from land on the northern side of South Queensborough Parade drains north and east, away from the subject property.

Figure 1 shows recorded water levels in Bundamba Creek at the Bundamba (Hanlon Street) Alert gauge. Bundamba Creek peaked at a level of about 19.39 mGH at the Bundamba (Hanlon Street) Alert gauge at about 1500 hours on Wednesday 12th January 2011. The datum for the Bundamba (Hanlon Street) Alert gauge is set at 0 mAHD. Hence, the peak water level at the gauge was 19.39 mAHD. Water levels in the Bremer River in the vicinity of the subject property would have been slightly lower than water levels recorded at the Bundamba (Hanlon Street) Alert gauge. Note that the ground levels at the subject property are approximately 15 mAHD. Hence, initial inundation by water from the river would have occurred at about 2100 hours on 11th January, about 3 hours after rainfall in the area had ceased.

Figure 4 shows a Nearmap aerial image of the property on 13th January 2011. The rear of the subject property is submerged by floodwaters.

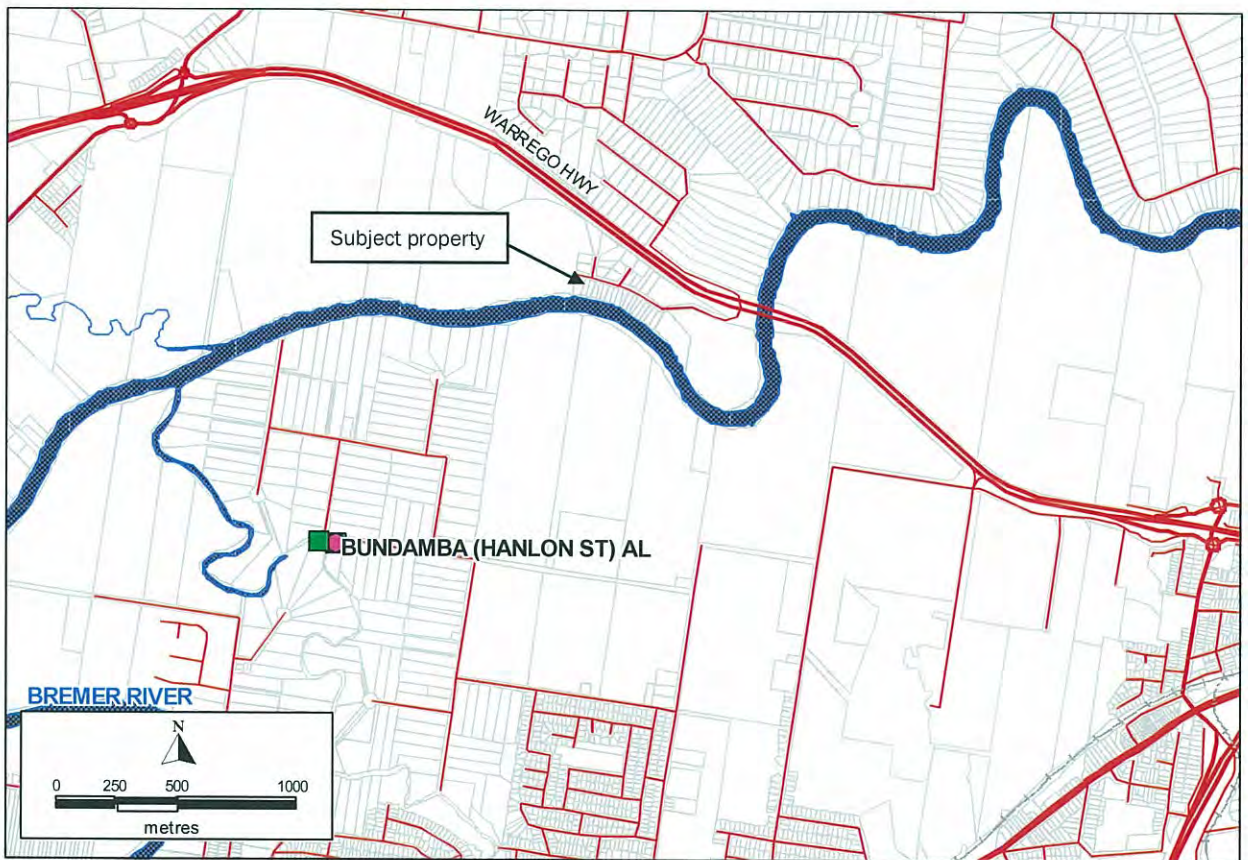


Figure 2 – Locality Map

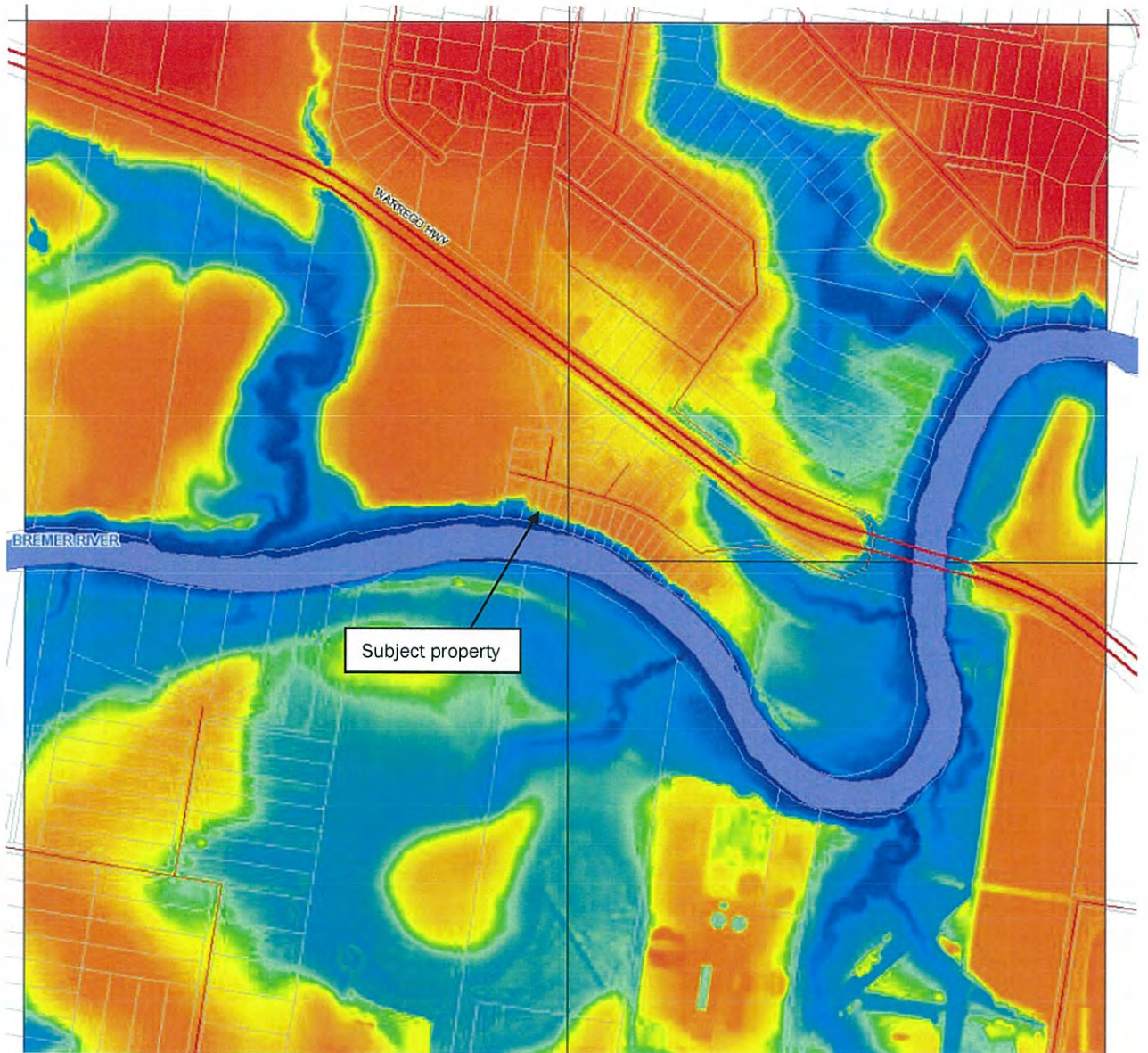


Figure 3 – Local Topography In the Vicinity of the Subject Property

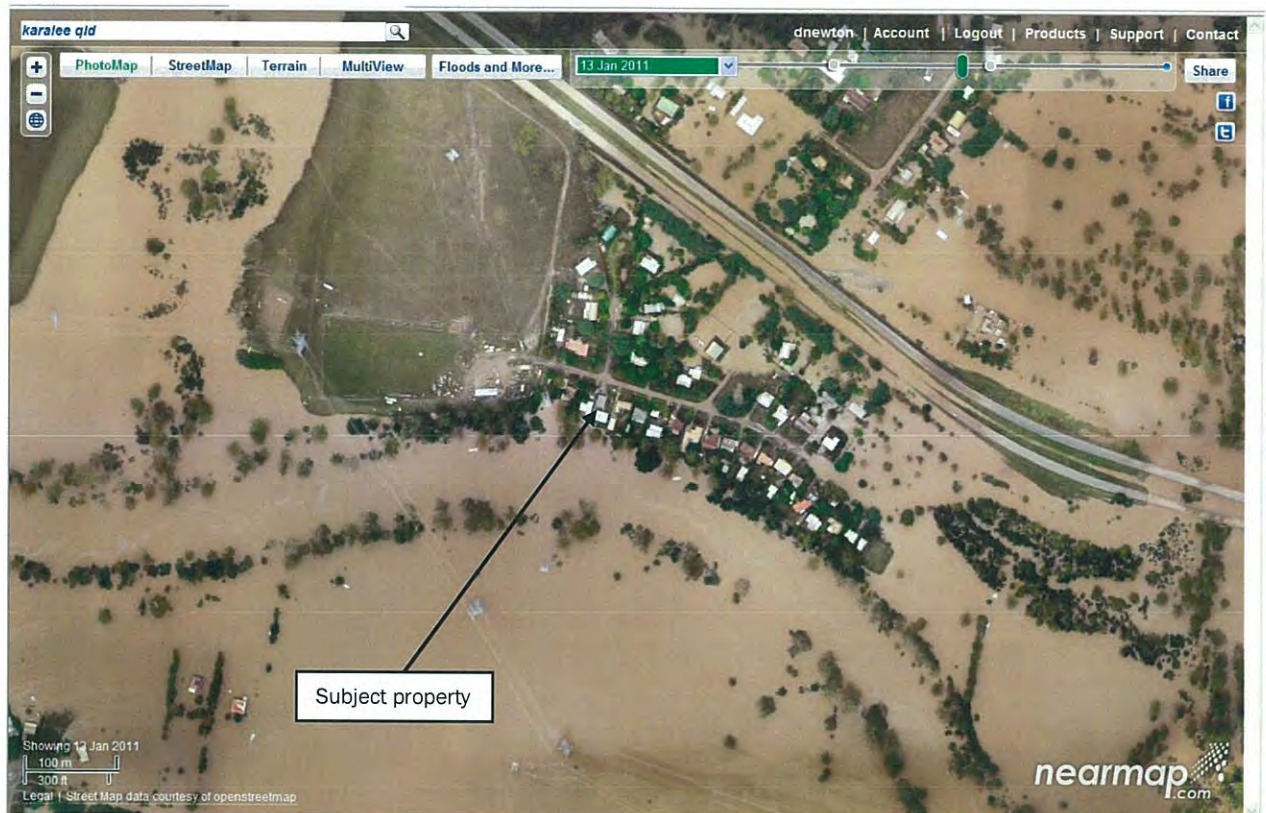


Figure 4 – Aerial Image on 13th January 2011 Showing Backwater Inundation from the Bremer River (Source: Nearthmap)

3 CONCLUSIONS

The subject property is located on the bank of the Bremer River. There is virtually no external stormwater catchment draining towards the subject property. Initial inundation by water from the river would have occurred at about 2100 hours on 11th January, about 3 hours after rainfall in the area had ceased. Any water that entered the property after about 1800 hours on 11 January could not have been stormwater runoff because rainfall ceased at about this time.

Please do not hesitate to contact me if you require further information.

For and on behalf of
WRM Water & Environment Pty Ltd

[Redacted Signature]

- Principal Engineer

References:

Pilgrim (1998) Pilgrim, DH, (ed)., *Australian Rainfall & Runoff - A Guide to Flood Estimation*, Institution of Engineers, Australia, Barton, ACT, 1998