
QUEENSLAND FLOODS COMMISSION OF INQUIRY FOURTH
AFFIDAVIT OF GRAHAM IAN DALE SWORN 16 SEPTEMBER 2011

QFCI

Date:

27/10/11

Jm

Exhibit Number:

894

QUEENSLAND FLOODS COMMISSION OF INQUIRY

Commissions of Inquiry Act 1950

FOURTH AFFIDAVIT

I, **GRAHAM IAN DALE** c/- 2649 Logan Road Eight Mile Plains, Brisbane in the State of Queensland, General Manager, say on oath:

BACKGROUND

1. I am the General Manager, Personal Insurance Claims of RACQ Insurance Limited (**RACQ Insurance**).
2. This affidavit is provided on behalf of RACQ Insurance in response to a requirement (**Requirement**) served on me by Her Honour Justice C E Holmes, Commissioner of Inquiry, pursuant to section 5(1)(d) of the *Commissions of Inquiry Act 1950* (Qld) to provide information in respect of the matter listed in a letter from Ms Jane Moynihan dated 9 September 2011 relating to information provided by Ms Diane Crowton and Mr Robert Crowton to the Commission (**Fourth Letter of Inquiry**).
3. Copies of the Requirement and Fourth Letter of Inquiry are **Exhibits 1 and 2** respectively to this affidavit.

RESPONSE TO FOURTH LETTER OF INQUIRY

4. The matters set out below are not, or are not necessarily, matters of which I have direct knowledge other than by having regard to the records of RACQ Insurance, its loss adjusters, MYI Freemans Limited (**MYI Freemans**) and its building repair managers Stream Build Assist (**Stream**) (which I have reviewed in order to provide this affidavit).
5. For ease of reference I have set out, in this affidavit, the account of the information provided to the Commission as set out in the Fourth Letter of Inquiry, the questions from the Fourth Letter of Inquiry and provided my response to them below.

Signed

AFFIDAVIT
Filed on behalf of RACQ Insurance

Page 1

Taken by:

COOPER GRACE WARD
Level 21, 400 George Street
Brisbane 4000 Australia

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1. ***Mrs Crowton made a claim on her policy (claim number [REDACTED], by phone, on 11 January 2011. During that telephone conversation, she was told to leave everything in place until the assessor arrived. She was asked to list the damaged items and provide an estimate of damages.***

1. ***In respect of point 1 above:***

1.1 ***Does the account outlined in point 1 accord with RACQ Insurance's records?***

1.2 ***If not, please provide RACQ Insurance's account of the conversation in which Mrs Crowton made her claim. In particular, what advice did RACQ Insurance give Mrs Crowton on that occasion?***

1.3 ***What records exist of the conversation? Please provide copies of those records, including all audio recordings.***

Issue 1.1 and 1.2

6. The account outlined in paragraph 1 generally accords with RACQ Insurance's records which indicate:

- (a) On 11 January 2011 Mrs Crowton phoned RACQ Insurance to lodge her claim. Due to the volumes of claims being received at that time, the telephone operator took brief details from Mrs Crowton and advised that she would be called back to complete the claim lodgement process within 24 hours. When that was done (at 3:39pm on 11 January 2011) the claim lodgement process was completed with Mrs Crowton over the telephone.
- (b) When making her claim, a discussion took place between Mrs Crowton and RACQ Insurance's telephone operator. That conversation was to the following effect:
 - (i) The operator asked Mrs Crowton if she had carpets downstairs and Mrs Crowton advised that she did not.
 - (ii) The operator advised Mrs Crowton that, if any furniture had been damaged she should take photos and if they started to smell, try to keep the items but place them outside.
 - (iii) The operator suggested that Mrs Crowton compile a list of damaged items which Mrs Crowton stated she had already done.
 - (iv) However, there is no request from RACQ Insurance in that phone call for an estimate of the monetary value of the damage.

Signed:

[REDACTED]

Taken by:

[REDACTED]

Issue 1.3

7. The records that RACQ Insurance has in relation to the telephone conversation are:
 - (a) an electronic recording of the conversations (which are listed as call recordings "0" and "1" on the summary of call recordings exhibited as **Exhibit 3** to this affidavit) between and Mrs Crowton and the operator, of which copies are on the disk exhibited to this affidavit as **Exhibit 4**; and
 - (b) transcripts of those electronic recordings which are exhibited to this affidavit in **Exhibit 5**.
8. The telephone conversation in which the claim is ultimately lodged is also noted in RACQ Insurance's ClaimCenter notes, a copy of which are **Exhibit 6** to this affidavit.

2. ***After three days, the assessor had not arrived. Mrs Crowton rang RACQ Insurance and explained that the assessor had not arrived and the house was becoming unliveable and unhygienic. Mrs Crowton was told she could clean her house and that she should take lots of photos beforehand.***

2. ***In respect of point 2 above:***

2.1. ***Does the account outlined in point 2 accord with RACQ Insurance's records?***

2.2 ***If not, please provide RACQ Insurance's account of the conversation in which Mrs Crowton complained that the assessor had not yet arrived and that the house was becoming unliveable and unhygienic. In particular, what advice did RACQ Insurance give Mrs Crowton on that occasion?***

2.3 ***What records exists of the conversation? Please provide copies of those records including all audio recordings.***

Issue 2.1 and 2.2

9. The account outlined in paragraph 2 does not fully accord with RACQ Insurance's records.
10. In a phone call with Mrs Crowton on 13 January 2011 Mrs Crowton sought RACQ Insurance's consent to acquiring a pump for her laundry. Mrs Crowton was informed in that conversation that whilst her claim was still "for consideration", she could acquire the pump and that she should keep the receipt and give it to the loss adjuster when he attended to inspect her property.
11. A further telephone conversation took place between Mrs Crowton and RACQ Insurance on 16 January 2011.

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12. RACQ Insurance's records relating to the phone call on 16 January indicate:

- (a) Mrs Crowton rang RACQ Insurance at 10:26am on 16 January 2011.
- (b) During that call :
 - (i) Mrs Crowton enquired "how far away the assessor was?"
 - (ii) Mrs Crowton was informed that unfortunately no timeframes could be provided because of a number of limitations. The operator also told Mrs Crowton that the loss adjuster would get to her property "as soon as is possible" and that Mrs Crowton should not "hesitate to contact us in a couple of days if you haven't heard".
 - (iii) Mrs Crowton acknowledged this and stated that she had a "stinking rotting heap" at their front door.
 - (iv) The operator responded to being told this information by stating "you are welcome to get rid of whatever you need to. We don't expect you to keep hold of anything. You can discard everything. Just keep a list of items and photographs". Mrs Crowton said "that is a relief" and the operator responded that "we don't expect you to live with a health hazard".
 - (v) Mrs Crowton was also asked to keep a small sample of carpet and any curtains and that if she believed any electrical items were salvageable, that RACQ Insurance would want a damage report.

Issue 2.3

13. The records that RACQ Insurance has in relation to the telephone conversation are:

- (a) an electronic recording of the conversation s (which are listed as call recordings "2" and "3" on the summary of call recordings exhibited as **Exhibit 3** to this affidavit) between and Mrs Crowton and the operator, of which a copy is on the disk exhibited to this affidavit as **Exhibit 4**; and
- (b) transcripts of the electronic recordings which are exhibited to this affidavit in **Exhibit 5**.

14. The telephone conversation is also noted in the ClaimCenter notes.

Signed:

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3. *Three assessments were then carried out with respect to the property. Approximately six weeks later an assessor representing RACQ Insurance attended the house and conducted a contents assessment. Mrs Crowton provided him with a list of damaged items. In mid-February an assessor from MYI Freemans attended the house and conducted a building assessment. Mrs Crowton was subsequently advised that a complete assessment was not carried out on this occasion and another assessor with more experience would be sent to the house. In early March another assessor from MYI Freemans attended the house and conducted a full assessment.*
3. *In respect of point 3 above:*
- 3.1. *Please confirm whether three assessments were initially carried out with respect to Mrs Crowton's claim and the dates on which they occurred. Why were three assessments carried out?*
- 3.2 *Was the first assessment adequate and sufficient? If not, why not?*
- 3.3 *Was the second assessment sufficient? If not, why not?*
- 3.4 *Were delays occasioned by obtaining three assessments?*
- 3.5 *What records exist of any communications with Mrs Crowton (whether made by RACQ Insurance or Mrs Crowton) in relation to the three assessments Please provide copies of those records, including all audio recordings.*

Issue 3.1

15. RACQ Insurance's records show that four assessments (inspections) were carried out at the Crowtons' property, details of which are set out in the following paragraphs.
16. On 19 January 2011 a preliminary inspection was conducted by the loss adjusters, MYI Freemans (**First Assessment**). This inspection was carried out to ascertain the general condition of the property and the nature and extent of the damage. This was usual practice for all inundation claims.
17. On 15 March 2011 an inspection was conducted by Stream (**Second Assessment**). This inspection was carried out because (as is the subject of discussion in my First and Third Affidavits and my proposed Second Affidavit) where possible building damage and repair work is involved it is RACQ Insurance's usual practice to have Stream inspect the properties, prepare scopes of work and then obtain tenders for that work to be done.
18. It is evident (from the report subsequently made by Stream) that following the Second Assessment either Mr or Mrs Crowther contacted MYI Freemans with a view to a further inspection being carried out to identify damage to the internal walls of the downstairs area and also to inspect again the external patio tiles.
19. A further inspection was carried by Stream on 1 April 2011 (**Third Assessment**). The report of Stream's Second and Third Assessments identified issues concerning whether damage

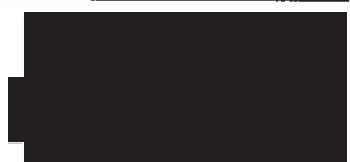
had been caused by inundation or whether there were pre-existing defects in relevant areas which were the real problem. It also raised a concern as to whether the identified damage (if replaced) would comply with relevant building requirements. The report recommended that the customer should undertake an assessment of the dwelling by a licensed building inspector to fully understand the extent of the problems.

20. In fact an engineering firm was instructed to undertake an inspection, and on 26 May an inspection was conducted by Reid Consulting Engineers Pty Ltd (**Reid Consulting**) to consider the cause of the damage that had been reported to be the result of the inundation that occurred on 10 January 2011 (**Fourth Assessment**). It is regrettable that the engineer was not engaged sooner as this would have meant that Mrs Crowton's building claim would have been decided more quickly than it was.
21. It was not RACQ Insurance's usual practice to have this number of inspections carried out. The number of inspections conducted was appropriate given the particular circumstances of Mrs Crowton's claim. The need for the Fourth Assessment only emerged after receipt of the Stream report of its own inspections (the Second and Third Assessments) was provided.
22. A chronology of the events that took place in relation to Mrs Crowton's claim appears in **Exhibit 9** to this affidavit. I have reviewed the records of RACQ Insurance in relation to the Assessments. I have also, for this purpose, reviewed the online claim notes of MYI Freemans and Stream which have informed me of some of the matters set out below. Those records show:
 - (a) On 11 January 2011, Mrs Crowton's claim was made and lodged by RACQ Insurance;
 - (b) On 12 January 2011, RACQ Insurance instructed MYI Freemans to carry out an inspection of Mrs Crowton's property;
 - (c) On 19 January 2011, MYI Freemans carried out an inspection of Mrs Crowton's property and prepared a preliminary site report. The section of the site report headed "EXTENT OF LOSS/DAMAGE" (on page 2 thereof) was completed to show that in respect of the "BUILDING", the number of rooms affected were "5", the severity of damage was "Partially damaged-major" and that the things damaged were "Doors Patio".
 - (d) On 27 January 2011, Water Technology was formally engaged on RACQ Insurance's behalf to investigate the inundation in the Lockyer Valley. On the same day, Mrs Crowton telephoned RACQ Insurance and expressed her concern that her claim would be declined because the loss adjuster had told her she had been affected by flood. RACQ Insurance informed Mrs Crowton that no decision on the cause of

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inundation had been made and that this matter was being investigated by a hydrologist.

- (e) On 15 February 2011, in accordance with RACQ Insurance's standing instructions, MYI Freemans engaged Stream to carry out building repair management services on Mrs Crowton's property.
- (f) By 9 March 2011, RACQ Insurance had obtained Water Technology's regional report in respect of Mrs Crowton's region and covering legal advice. On 14 March 2011, RACQ Insurance confirmed that the cause of inundation to Mrs Crowton's property was flash flood and on 16 March 2011, this decision was communicated to MYI Freemans for the purpose of it informing Mrs Crowton. RACQ Insurance's records do not indicate the date this decision was first communicated by MYI Freemans to Mrs Crowton but it is evident that she was aware of it by 25 March 2011.
- (g) On 15 March 2011, Stream carried out an inspection of Mrs Crowton's property.
- (h) On 25 March 2011, Mrs Crowton made a number of phone calls. In one call to Stream she advised that she needed to buy a new hot water system. In a further call to Stream she referred to a telephone conversation that she had had with MYI Freemans about Stream's scope of works for her property. From this I assume MYI Freemans had been given a copy of and spoken to Mrs Crowton about the scope of works. It appears that Mrs Crowton told MYI Freeman's that she wanted the external tiles and damaged plasterboard to be included in Stream's scope of works. A reference to this phone call is made in Streams records but not those of MYI Freemans. But I am advised that an employee of MYI Freemans, [REDACTED] recalls that a discussion with Mrs Crowton took place around this time. This discussion resulted in Stream re-attending the property as a result of Mrs Crowton's concern that damage to the exterior tiles of her home and to the plasterboard in the ground floor of the house had been omitted from Stream's scope of works.
- (i) Accordingly, on 29 March 2011, Stream arranged with Mrs Crowton for a second consultant to inspect the property.
- (j) On 4 May 2011, MYI Freemans provided a report to RACQ Insurance (dated 3 May 2011) based on Stream's findings from the Second and Third Assessments. The report stated, amongst other things, that:
 - (i) there was no evidence of water markings, staining or resultant damage to plaster work, linings or timber joinery and that the cause of damage to the external tiling was due to soil erosion, landslide, subsidence, earth movement

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earth shrinkage and various other issues relating to defective works in the original installation of the tiles.

- (ii) MYI Freemans would await RACQ Insurance's advice on policy response before calling for tenders but that they recommended these parts of the claim be denied.
 - (iii) As to the internal tiles, MYI Freemans **stated** that Stream's scope of works for an acid wash and cleaning of the tiles in the bathroom, living area, toilet, bedroom 1, room under front deck and hallway was estimated at \$1,867.80.
- (k) On 6 May 2011, Stream sent a copy of its scope of works to Mrs Crowton and sought her authorisation to proceed with the works. The scope only included the acid wash and cleaning of the internal tiles.
- (l) On 10 May 2011:
- (i) Stream received a phone call from Mrs Crowton asking why only the cleaning of the tiling had been included in the scope of works. Stream advised Mrs Crowton to contact RACQ Insurance with any queries which she said she would do and then call back;
 - (ii) RACQ Insurance received a call from Mrs Crowton regarding the report and RACQ Insurance agreed to review the concerns raised in relation to the report from Stream; and
 - (iii) Stream received a further call from Mrs Crowton who stated that she had spoken to RACQ and they had said they would review the report and get back to her.
- (m) On 12 May 2011:
- (i) Mrs Crowton called Stream advising that she was upset with Stream's consultants' findings;
 - (ii) Stream rang RACQ Insurance to suggest that an independent engineer be appointed to investigate the claim. It was agreed that the appointment of an independent engineer was appropriate; and
 - (iii) Stream engaged Reid Consulting to carry out the Fourth Assessment.
- (n) I am unable to state definitely the views of the Customer Service's Officer in relation to this as the Customer Services Officer in question (Mr Dale White) is no longer in the employ of RACQ Insurance. However from his notes of 11 May in the ClaimCenter system, it would seem that he formed the view that the information to date was not

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conclusive and he was reluctant to decline Mrs Crowton's claim without being certain that the defects in her property were indeed the result of defective installation and inherent instability in the soil on which her home was built and in particular in circumstances where, notwithstanding these concerns had been pointed out to Mrs Crowton, she remained adamant that the damage was flood related. Consequently, on 12 May 2011 RACQ Insurance agreed with Stream's recommendation to obtain an engineer's report.

- (o) On 31 May 2011, Reid Consulting provided its report to Stream. That report (which was provided to RACQ Insurance on 7 June 2011) confirmed the findings of Stream's report and, in addition found that:
 - (i) much of the damage claimed was the result of subsidence (i.e. expansion and contraction of the earth underneath the building) which is excluded under RACQ Insurance's standard policy; and
 - (ii) the problems were exacerbated by inadequate drainage which effectively directed water towards the house rather than away from it.

Issue 3.2 and 3.3

- 23. I consider that the First Assessment was sufficient for the purpose for which it was intended, namely, to confirm on a preliminary basis the general nature and extent of the damage and to consider whether Stream should be engaged and whether the property needed to be included in the hydrology report for that region. As it transpires, the Second and Third Assessments were sufficient to determine the "causation issue" relating to the damage to Mrs Crowton's external tiles and french doors. I am able to say this now with the benefit of the knowledge the conclusions reached in the report of Reid Consulting. This report confirmed that the original findings of Stream were correct insofar as the cause of damage to those items was not related to the flood but rather to the reactive nature of the soil under Mrs Crowton's house and to defective installation. I nonetheless consider it was appropriate for RACQ Insurance to have sought and obtained the Reid Consulting report.
- 24. There were minor inadequacies in the Second Assessment which could have been more thorough and which partly gave rise to the necessity for the Third Assessment. However it seems to me likely that in any event the Third Assessment would have been necessary given the uncertainty raised by the Second Inspection as to the cause of damage in the downstairs area of Mrs Crowton's home.

Signed:



Taken by:



Issue 3.4

25. RACQ Insurance acknowledges that delays were occasioned to the processing of the building portion of the claim by the need to conduct the Fourth Assessment. I regret that the engineer was not commissioned shortly after the Second Assessment which would have shortened the length of time to make a decision on the building aspect of Mrs Crowton's claim.
26. As can be seen from the account of the relevant events set out in the chronology, the ongoing assessments did not affect the timing of the settlement of the contents part of the claim or the cleaning work that was covered under the building part of the claim. These settlements were not conditional on the outcome of the Fourth Assessment and were therefore progressed independently of that process.
27. Having reviewed the claim, I am also of the view that it should have been achievable to settle the Contents aspects of the claim more quickly for Mrs Crowton as the causation of the inundation was determined in March.

Issue 3.5

28. The records RACQ Insurance has of the communication between RACQ Insurance's representatives and Mrs Crowton in relation to the Assessments are:
- (a) the call recordings contained on the CD exhibited as **Exhibit 4** to this affidavit;
 - (b) the transcripts of calls exhibited as **Exhibit 5** to this affidavit;
 - (c) the ClaimCenter notes;
 - (d) a printout from the Cerno system maintained by RACQ Insurance's loss adjusters, MYI Freemans summarising the steps taken by them in relation to this matter a copy of which is **Exhibit 7** to this affidavit (**the MYI Freemans File Notes**);
 - (e) a printout of a summary audit of actions taken by RACQ Insurance's building repair managers Stream in relation to the claim a copy of which is **Exhibit 8** to this affidavit (**the Stream File Notes**); and
 - (f) The written correspondence exhibited to this affidavit as **Exhibits 10 to 47** of this affidavit.

Signed:



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Taken by



4. *RACQ Insurance did not keep Mrs Crowton informed of the progress of her claim. She made calls to both MYI Freemans and RACQ Insurance seeking further information as to the status of her claim. Mrs Crowton was then informed her claim had been referred to a second assessment company, 'Stream Buildassist'.*
4. *In respect of point 4 above:*
- 4.1. *Please advise the extent to which RACQ Insurance kept Mrs Crowton informed of the progress of her claim, including: the dates on which RACQ Insurance contacted Mrs Crowton; the mode of communication each time RACQ contacted her; the details of the information given to Mrs Crowton on each occasion RACQ Insurance contacted her.*
- 4.2. *What records exist of each communication with Mrs Crowton (whether made by RACQ Insurance or Mrs Crowton) about her claim? Please provide copies of these records, including audio recordings.*

Issue 4.1

29. A full list of contact between RACQ Insurance's representatives and Mr and Mrs Crowton is set out in the chronology exhibited as **Exhibit 9** to this affidavit.

Issue 4.2

30. The records RACQ Insurance has of the communication between RACQ Insurance's representatives and Mrs Crowton about her claim are:
- (a) the call recordings contained on the CD exhibited as **Exhibit 4** to this affidavit;
 - (b) the transcripts of calls exhibited as **Exhibit 5** to this affidavit (which have been prepared recently for the purposes of this affidavit);
 - (c) the ClaimCenter notes;
 - (d) the MYI Freemans File Notes;
 - (e) the Stream File Notes; and
 - (f) the written correspondence exhibited as **Exhibits 22, 29, 31, 33, 40, 44, 45, 46 and 47** to this affidavit.
31. RACQ Insurance does not have call recordings for all calls between its operators and Mrs Crowton. This is because of technical difficulties that were encountered in retrieving some call recordings from the Verint call recording system. RACQ Insurance will continue to investigate whether these recordings can be retrieved, and if so they will be provided to the Commission at the earliest opportunity.
32. Additionally, I understand that neither MYI Freemans nor Stream record their telephone conversations.

5. ***In late May 2011, Stream Buildassist engaged an engineer from Reid Consulting Engineers Pty Ltd to produce an engineer's report with respect to the property. Mrs Crowton has provided the Commission with a copy of this report indicating:***

5.1 ***That an inspection of the home was carried out on 26 May 2011.***

5.2 ***The report was completed and dated 31 May 2011.***

5.3 ***The purpose of the report was to provide advice in regard to building movement and reported damages.***

5. ***In respect of point 5 above:***

5.1. ***Does the account outlined in point 5 accord with RACQ Insurance's records? If not, why not?***

5.2 ***Please provide a copy of RACQ Insurance's instructions to Stream Buildassist and/or Reid Consulting Engineers Pty Ltd (and/or any other adjustor/assessor) concerning Mrs Crowton's claim.***

Issue 5.1

33. The account outlined in paragraph 5 of the Fourth Letter of Inquiry accords with RACQ Insurance's records including, relevantly, the matters set out at paragraphs 15 to 22 above.

Issue 5.2

34. RACQ Insurance did not provide written instructions to Reid Consulting. The circumstances surrounding the engagement of Reid Consulting are discussed in my answer to Question 3 above.

35. On 12 May 2011, Stream recommended to RACQ Insurance that Reid Consulting be engaged to inspect Mrs Crowton's property and prepare a report on the cause of the damage to her external tiles and downstairs French doors. RACQ Insurance accepted that recommendation and Stream duly engaged Reid Consulting, in writing, the same day.

36. A copy of Stream's instructions to Reid Consulting are at **Exhibit 32** to this affidavit.

6. ***In May 2011, Mrs Crowton received a \$5000 progress payment from RACQ Insurance for the replacement of home contents. This was confirmed by a letter dated 2 May 2011 which stated that her claim had been partially settled by way of this progress payment.***

7. ***In a letter dated 2 June 2011, RACQ Insurance advised Mrs Crowton of partial settlement of her claim and provided settlement calculations with respect to her claim for contents.***

8. ***Mrs Crowton's claim with respect to the damage to doors and patio tiles was refused because RACQ Insurance's investigations determined, relying on the engineer's report, that the damage was not flood related and therefore not covered by the policy. The refusal was first communicated to Mrs Crowton by telephone and confirmed in writing by telephone dated 14 June 2011.***

Signed:



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6. In respect of points 6, 7 and 8 above:

- 6.1. Was Mrs Crowton's claim finally resolved on 14 June 2011? If so, why was it not determined until this time?**
- 6.2. If not, when was it finally determined? Why was it not determined until then?**
- 6.3. Please provide details of the steps taken, including any investigations made, in determining Mrs Crowton's claim; and details of when each step was taken.**
- 6.4. What information did RACQ Insurance rely upon in making the decision about Mrs Crowton's claim? Was this information provided to Mrs Crowton? If not, why was it not provided?**
- 6.5. Did any factors impede the determination of Mrs Crowton's claim?**
- 6.6. When and how was the decision refusing the claim first communicated to Mrs Crowton?**

Issue 6.1

- 37. The final decision in relation to the Mr and Mrs Crowton's claim relating to damage to her home was made on 14 June 2011. RACQ Insurance had decided to not make a decision on Mrs Crowton's household damage claim until it had received the report it had sought from an engineer. The reasons for this have been provided by me in my answer to Question 3. In summary, the reason for this decision was that MYI Freemans and Stream were both of the opinion that the damage to Mrs Crowton's external tiles and French doors were not related to the flood but due to inherent structural defects in her home and to defective installation works. RACQ Insurance wished to be very confident about these matters before declining Mrs Crowton's claim.
- 38. This decision did not affect the timing of the settlement of Mrs Crowton's contents claim (noting though my comment at paragraph 27 above) or the cleaning work and hot water system repairs that were covered under the building part of the claim. The contents and hot water system aspects of the claim were settled by the payment of a progress payment of \$5,000 on 11 May with the balance of that settlement on 2 June 2011. The cleaning work was undertaken shortly after Mrs Crowton's authorisation was obtained on 18 May 2011.

Issue 6.2

- 39. It is not necessary for me to answer this question given my answer to Question 6.1.

Issue 6.3

- 40. The steps taken by RACQ Insurance and its consultants to determine the Crowtons' claim are set out in the chronology exhibited as **Exhibit 9** to this affidavit.

Signed:



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Taken by:



Issue 6.4

41. The decision to accept the Crowtons' claim for their contents, the hot water system and the cleaning to the tiles was based on:
- (a) The report from Water Technology of 3 March 2011 (**Exhibit 17**);
 - (b) Legal advice from Cooper Grace Ward (not exhibited to this affidavit);
 - (c) The report from Stream dated 19 April 2011 and scope of works (**Exhibit 24 and 25** respectively);
 - (d) The report from MYI Freemans dated 3 May 2011 (**Exhibit 27**);
 - (e) The report from MYI Freemans dated 23 May 2011 (**Exhibit 34**); and
 - (f) A fax from the Mr and Mrs Crowton to Stream regarding repairs to their hot water system dated 31 March 2011 (**Exhibit 22**).
42. These documents were not provided to Mr and Mrs Crowton. The report from Water Technology was not provided to her, because it was a privileged document but also because the causation issue was decided in favour of the policyholder and the claim accepted so it was not thought necessary to provide the document in these circumstances. The legal advice from Cooper Grace Ward was not provided as it was subject to legal professional privilege. If Mr and Mrs Crowton had requested the above documents (save for documents subject to legal professional privilege) they would have been provided. A copy of the Water Technology report has been provided to Legal Aid Queensland who now represent Mrs Crowton as a result of a recent decision to release hydrology reports notwithstanding legal professional privilege. I have explained this further in other affidavits to be provided to the Commission.
43. The decision to decline the Crowtons' claim for the damage to the building was based on:
- (a) The reports from Stream dated 19 April 2011 and 21 April 2011 (**Exhibits 24 and 26** respectively);
 - (b) The report from MYI Freemans dated 3 May 2011 (**Exhibit 27**); and
 - (c) The report from Reid Consulting dated 31 May 2011 (**Exhibit 37**).
44. Of these documents, the records only show that the Reid Consulting report was provided to Mr and Mrs Crowton. The other reports were not provided due to the reasons set out above. If the reports had been requested they would have been provided.

Issue 6.5

45. There were many factors that impeded the determination of Mrs Crowton's claim. Most of the difficulties that RACQ Insurance encountered generally in investigating all claims arising from the Queensland Floods (which are set out in RACQ Insurance's Submission dated 11

May 2011 and which I shall deal with in my proposed Second Affidavit), applied (to varying extents) to Mrs Crowton's claim. In summary, these difficulties were the:

- (a) sheer volume of claims RACQ Insurance had to deal with;
 - (b) complexity of events;
 - (c) need to increase staff levels and train staff and otherwise adopt procedures to deal with the number of claims made;
 - (d) lack of or delay in obtaining information; and
 - (e) demand on resources, including hydrology and loss adjusters.
46. The other factor that impacted upon Mrs Crowton's claim was that in March and through April 2011 resources were under extreme pressure. It was during this time that RACQ Insurance's claims staff were in the course of contacting the many hundreds of customers in Brisbane and Ipswich whose claims had been declined. Telephoning these customers to inform them of the decision and undertaking the supporting processes was a massive undertaking and it dominated the working day of many of our staff leaving less time to spend on other activities. Additionally, we were also managing the outcomes of a number of other regional hydrology investigations which had been completed by this time.

Issue 6.6

47. On 17 June 2011, RACQ Insurance:

- (a) received a phone call from Mrs Crowton. During that phone call, the RACQ Insurance operator explained that the engineering report showed that the damage to the building had not been caused by the flood and therefore the claim had been declined. Mrs Crowton stated that she believed that RACQ Insurance had only retained Reid Consulting for the purpose of obtaining a report favourable to RACQ Insurance; and
- (b) sent a letter (dated 14 June 2011) to Mr and Mrs Crowton enclosing the report from Reid consulting advising that their claim had been declined on the basis that the loss was not caused by an insured event and was excluded under the "defective or faulty workmanship" and "erosion, landslide" general exclusions in the policy. A copy of that letter is **Exhibit 44** to this affidavit.

Signed:



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7. **Please provide:**

7.1. **A copy of Mrs Crowton's contract of insurance which applied in January 2011.**

7.2 **Copies of all written correspondence from RACQ Insurance to Mrs Crowton about her claim (claim number [REDACTED]).**

Issue 7.1

48. A copy of the Crowtons' certificate of insurance is Exhibit 48 to this affidavit.
49. A copy of the PDS that applied to the Crowtons' policy is **Exhibit 49** to this affidavit.
50. A copy of the Supplementary PDS that was sent to the Crowtons at the most recent renewal of their policy prior to the loss and which forms part of the contract of insurance is **Exhibit 50** to this affidavit.

Issue 7.2

51. Copies of all written correspondence from RACQ insurance to Mrs Crowton relating to this claim are exhibited as **Exhibits 22, 29, 31, 33, 40, 44, 45, 46 and 47** to this affidavit.
52. All the facts and circumstances above deposed to are within my own knowledge save such as are deposed to from information only and the means of my knowledge and sources of information appear on the face of this my Affidavit.

SWORN by GRAHAM IAN DALE on: *16 September 2011*
at *BRISBANE*

in the presence of: [REDACTED]

~~Barrister/Solicitor/Justice of the Peace/
Commissioner for Declarations~~

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Exhibit 1

Our ref: 1709986

9 September 2011

Mr Graham Dale
General Manager, Personal Insurance Claims
RACQ Insurance Limited
c/d [REDACTED]
Partner
Cooper Grace Ward Lawyers
GPO Box 834
BRISBANE QLD 4001

REQUIREMENT TO PROVIDE STATEMENT TO COMMISSION OF INQUIRY

I, Justice Catherine E Holmes, Commissioner of Inquiry, pursuant to section 5(1)(d) of the *Commissions of Inquiry Act 1950* (Qld), require Mr Graham Dale, General Manager, Personal Insurance Claims, RACQ Insurance Limited to provide a written statement, under oath or affirmation, to the Queensland Floods Commission of Inquiry, in respect of the matters listed in correspondence from Ms Jane Moynihan to Mr Rocco Russo regarding Mrs Diane Crowton dated 9 September 2011 (Doc 1705751).

In addressing those matters, Mr Dale is to:

- provide all information in his possession and identify the source or sources of that information;
- make commentary and provide opinions he is qualified to give as to the appropriateness of particular actions or decisions and the basis of that commentary or opinion.

Mr Dale may also address other topics relevant to Term of Reference (b) of the Commission in the statement, if he wishes.

The statement is to be provided to the Queensland Floods Commission of Inquiry by 4 pm, Thursday, 15 September 2011.

The statement can be provided by post, email or by arranging delivery to the Commission by emailing info@floodcommission.qld.gov.au.

[REDACTED]

Commissioner
Justice C E Holmes

400 George Street Brisbane
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Queensland 4001 Australia
Telephone 1300 309 634
Facsimile +61 7 3405 9750
www.floodcommission.qld.gov.au
ABN 82 696 762 534

Exhibit 2

Our ref: 1705751

9 September 2011

[REDACTED]
Partner
Cooper Grace Ward Lawyers
GPO Box 834
BRISBANE QLD 4001

Dear [REDACTED]

RACQ Insurance Limited – Requirement to Provide Information

Please find enclosed a Requirement directed to Mr Graham Dale for a statement in response to information received from policyholders, Mr Robert and Mrs Diane Crowton. Mr and Mrs Crowton hold a house and contents insurance policy with RACQ Insurance (policy number [REDACTED] for a property at [REDACTED] Cobblestone Lane, Laidley.

Please note that Mrs Crowton may be called to give oral evidence in the Commission's public hearings in Brisbane in the week commencing 19 September 2011. If Mrs Crowton is to be called, her statement will be provided to you as soon as the Commission is able to do so.

Mrs Crowton has given the Commission the following information which is relevant to the Commission's inquiry pursuant to term of reference (b):

1. Mrs Crowton made a claim on her policy (claim number [REDACTED] by phone, on 11 January 2011. During that telephone conversation, she was told to leave everything in place until the assessor arrived. She was asked to list the damaged items and provide an estimate of damages.
2. After three days, the assessor had not arrived. Mrs Crowton rang RACQ Insurance and explained that the assessor had not arrived and the house was becoming unliveable and unhygienic. Mrs Crowton was told she could clean her house and that she should take lots of photos beforehand.
3. Three assessments were then carried out with respect to the property. Approximately six weeks later an assessor representing RACQ Insurance attended the house and conducted a contents assessment. Mrs Crowton provided him with a list of damaged items. In mid-February an assessor from MYI Freemans attended the house and conducted a building assessment. Mrs Crowton was subsequently advised that a complete assessment was not carried out on this occasion and another assessor with more experience would be sent to the house. In early March another assessor from MYI Freemans attended the house and conducted a full assessment.

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4. RACQ Insurance did not keep Mrs Crowton informed of the progress of her claim. She made calls to both MYI Freemans and RACQ Insurance seeking further information as to the status of her claim. Mrs Crowton was then informed her claim had been referred to a second assessment company, 'Stream Buildassist'.
5. In late May 2011, Stream Buildassist engaged an engineer from Reid Consulting Engineers Pty Ltd to produce an engineer's report with respect to the property. Mrs Crowton has provided the Commission with a copy of this report indicating:
 - 5.1. That an inspection of the home was carried out on 26 May 2011.
 - 5.2. The report was completed and dated 31 May 2011.
 - 5.3. The purpose of the report was to provide advice in regard to building movement and reported damages.
6. In May 2011, Mrs Crowton received a \$5000 progress payment from RACQ Insurance for the replacement of home contents. This was confirmed by a letter dated 2 May 2011 which stated that her claim had been partially settled by way of this progress payment.
7. In a letter dated 2 June 2011, RACQ Insurance advised Mrs Crowton of partial settlement of her claim and provided settlement calculations with respect to her claim for contents.
8. Mrs Crowton's claim with respect to the damage to doors and patio tiles was refused because RACQ Insurance's investigations determined, relying on the engineer's report, that the damage was not flood related and therefore not covered by the policy. The refusal was first communicated to Mrs Crowton by telephone and confirmed in writing by correspondence dated 14 June 2011.

The Commission proposes to require the following information from RACQ Insurance in response to the above information:

1. In respect of point 1 above:
 - 1.1. Does the account outlined in point 1 accord with RACQ Insurance's records?
 - 1.2. If not, please provide RACQ Insurance's account of the conversation in which Mrs Crowton made her claim. In particular, what advice did RACQ Insurance give Mrs Crowton on that occasion?
 - 1.3. What records exist of the conversation? Please provide copies of those records, including all audio recordings.
2. In respect of point 2 above:
 - 2.1. Does the account outlined in point 2 accord with RACQ Insurance's records?
 - 2.2. If not, please provide RACQ Insurance's account of the conversation in which Mrs Crowton complained that the assessor had not yet arrived and that the house was becoming unliveable and unhygienic. In particular, what advice did RACQ Insurance give Mrs Crowton on that occasion?
 - 2.3. What records exist of the conversation? Please provide copies of those records, including all audio recordings.

3. In respect of point 3 above:
 - 3.1. Please confirm whether three assessments were initially carried out with respect to Mrs Crowton's claim and the dates on which they occurred. Why were three assessments carried out?
 - 3.2. Was the first assessment adequate and sufficient? If not, why not?
 - 3.3. Was the second assessment sufficient? If not, why not?
 - 3.4. Were delays occasioned by obtaining three assessments?
 - 3.5. What records exist of any communications with Mrs Crowton (whether made by RACQ Insurance or Mrs Crowton) in relation to the three assessments? Please provide copies of those records, including all audio recordings.
4. In respect of point 4 above:
 - 4.1. Please advise the extent to which RACQ Insurance kept Mrs Crowton informed of the progress of her claim, including: the dates on which RACQ Insurance contacted Mrs Crowton; the mode of communication each time RACQ Insurance contacted her; the details of the information given to Mrs Crowton on each occasion RACQ Insurance contacted her.
 - 4.2. What records exist of each communication with Mrs Crowton (whether made by RACQ Insurance or Mrs Crowton) about her claim? Please provide copies of those records, including audio recordings.
5. In respect of point 5 above:
 - 5.1. Does the account outlined in point 5 accord with RACQ Insurance's records? If not, why not?
 - 5.2. Please provide a copy of RACQ Insurance's instructions to Stream Buildassist and/or Reid Consulting Engineers Pty Ltd (and/or any other adjustor/assessor) concerning Mrs Crowton's claim.
6. In respect of points 6,7 and 8 above:
 - 6.1. Was Mrs Crowton's claim finally resolved on 14 June 2011? If so, why was it not determined until this time?
 - 6.2. If not, when was it finally determined? Why was it not determined until then?
 - 6.3. Please provide details of the steps taken, including any investigations made, in determining Mrs Crowton's claim; and details of when each step was taken.
 - 6.4. What information did RACQ Insurance rely upon in making the decision about Mrs Crowton's claim? Was this information provided to Mrs Crowton? If not, why was it not provided?
 - 6.5. Did any factors impede the determination of Mrs Crowton's claim?
 - 6.6. When and how was the decision refusing the claim first communicated to Mrs Crowton?
7. Please provide:
 - 7.1. A copy of Mrs Crowton's contract of insurance which applied in January 2011.
 - 7.2. Copies of all written correspondence from RACQ Insurance to Mrs Crowton about her claim (claim number [REDACTED])

The Commission would be pleased to receive any other information which RACQ Insurance may wish to provide in response to the information received from Mrs Crowton outlined above, or which it may wish to bring to the Commission's attention.

Please note that the statement is to be provided to the Commission by 4 pm, Thursday, 15 September 2011. In addition, Mr Dale may be required to give evidence in the Commission's public hearings during sittings in Brisbane, which are scheduled for the weeks commencing 19 September 2011, 3 October 2011 and 25 October 2011.

Please contact [REDACTED] on telephone [REDACTED] should you have any queries.

Yours sincerely



Jane Moynihan
Executive Director

Exhibit 3

	Time started	Time Finished	Operator	Contact ID	From / To	Notes	File Name
0	11/01/2011	11/01/2011			F		
1	11/01/2011 15:40	11/01/2011 15:48			T		
2	13/01/2011 7:12	13/01/2011 7:15			F		
3	16/01/2011 10:26	16/01/2011 10:28			F		
4	27/01/2011 13:29	27/01/2011 13:35			F		
5	27/01/2011 13:34	27/01/2011 13:45			F	Call unable to be retrieved.	
6	9/03/2011 16:55	9/03/2011 16:58			F		
7	9/03/2011 16:57	9/03/2011 16:59			F		
8	10/03/2011 16:19	10/03/2011 16:22			F		
9	10/03/2011 16:21	10/03/2011 16:29			F		
10	10/03/2011 16:29	10/03/2011 16:37			F		
11	11/03/2011 10:19	11/03/2011 10:31			T		
12	14/04/2011 14:21	14/04/2011 14:23			F		
13	14/04/2011 14:23	14/04/2011 14:27			F		
14	14/04/2011 16:36	14/04/2011 16:38			F		
15	14/04/2011 16:37	14/04/2011 16:41			F		
16	14/04/2011 16:39	14/04/2011 16:57			F	Call unable to be retrieved.	
17	18/04/2011 16:04	18/04/2011 16:06			F		
18	18/04/2011 16:07	18/04/2011 16:23			F		
19	29/04/2011 10:41	29/04/2011 10:43			F		
20	29/04/2011	29/04/2011			F	Unable to locate this call.	
21	9/05/2011 9:47	9/05/2011 9:52			F		
22	10/05/2011 8:47	10/05/2011 8:49			F		
23	10/05/2011 8:48	10/05/2011 8:50			F		
24	10/05/2011 8:49	10/05/2011 9:09			F		
25	10/05/2011 16:27	10/05/2011 16:30			F		
26	10/05/2011 16:29	10/05/2011 16:51			F	Call unable to be retrieved.	
26a	12/05/2011 0:00	12/05/2011 0:00			F		
27	20/05/2011 15:03	20/05/2011 15:06			F		
28	20/05/2011 15:05	20/05/2011 15:17			F		
29	1/06/2011 16:24	1/06/2011 16:28			F		
30	1/06/2011 16:26	1/06/2011 16:49			F		
31	8/06/2011 10:05	8/06/2011 10:06			F		
32	14/06/2011 9:27	14/06/2011 9:29			F		
33	14/06/2011 9:29	14/06/2011 9:59			F	Call unable to be retrieved.	
34	17/06/2011 8:59	17/06/2011 9:06			F		
35	17/06/2011 9:01	17/06/2011 9:12			F	Call unable to be retrieved.	
36	17/06/2011 9:18	17/06/2011 9:20			F		
37	17/06/2011 9:19	17/06/2011 9:30			F	Call unable to be retrieved.	
38	20/06/2011 8:56	20/06/2011 9:01			F		
39	20/06/2011 8:59	20/06/2011 9:03			F	Call unable to be retrieved.	

Exhibit 4

Exhibit 5

Transcript of interview with Diane Crowton

Time:

Date:

11 January 2011

Place of interview:

Parties present:

████ - RACQ (████)
Diane Crowton (DC)

Key:

[UI] = unintelligible

[IA] = inaudible

... = interrupted speech, or speech peters out

████ Welcome to Claim Services, this is █████ can I please start with the policy or claim number?

DC: █████ is it?

████ yes.

DC: Okay the claim policy number is █████

████ Yeah and are wanting to lodge a new claim are you?

DC: Well you know we haven't sort of looked around and made any great lists at this stage but we were ringing initially to find out whether we were actually covered for insurance.

████ For what, what's happened?

DC: Well the bottom of the half of the house has gone under with this weather.

████ Okay and has that only happened today has it or?

DC: It started yesterday.

████ Started yesterday. Okay. Um if it's classed as flash flooding okay then yes because that is covered with the policy.

DC: Yes a flash flood, that's the water that's come down from Toowoomba.

████ Yeah flash flooding is covered. Okay so what I can do for you is I can take down your details and have somebody call you back to go through and lodge that claim. I'm just taking these call backs as we are experiencing a very high call volume at the moment.

DC: Sure I understand. I understand.

████ Okay. Alright so what time did it happen yesterday?

DC: Well God it started around about late afternoon let's say 6.30.

████ 6.30.

DC: Possibly then.

████ Okay.

DC: The pumps downstairs pumping the water out we did that until about 11 last night.

████ Yep.

DC: Went to bed and had to start doing it at 5.30 this morning again.

████ Okay. Yep. Okay now what was your full name please?

DC: Diane Crowton.

█ Okay and ah – hang on, and the best number to call you back on please.

DC: █.

█ You don't have a mobile number I can pop down for you at all or?

DC: Um no – yeah no we better keep on this one.

█ Alright not a problem now what's your address please?

DC: It's █ Cobblestone Lane, Laidley Qld 4341.

█ 4341?

DC: Yep.

Lea: Okay not a problem. Alright I'll send that through for you straight away and have somebody call you back as soon they can to go through and lodge that claim with you.

DC: Alright. So what are we looking at somebody ringing back say -

█ I can't give you a timeframe unfortunately I t's because of -

DC: Will it be today?

█ It would be within the next 24 hours.

DC: Oh okay then.

█ Alright then thanks for that.

DC: Thank you.

█ Bye.

DC: Bye.

JJD10096653 4073228v1

Transcript of interview with Diane Crowton and [REDACTED] (RACQ)

Time: 15:40 to 15:48

Date: 11 January 2011

Place of interview:

Parties present: Diane Crowton (D)
[REDACTED] (C) (RACQI))

Key: [U] = unintelligible
[IA] = inaudible
... = interrupted speech, or speech peters out

D: Hello.

C: Diane?

D:: Yes

C: Its [REDACTED] from RACQ Insurance, how are you?

D:: Oh good.

C: Diane, I'm just giving you a call, I'm half way through lodging the claim and just need a bit of a confirmation on what to put in here. Now have you got a pen and paper handy as well? I'll give you a claim number shortly.

D: Hang on a sec, ... hanging up just inside the store room downstairs (background talking)

Okay, I'm sorry who am I speak to again?

C: [REDACTED]

D [REDACTED]

C: Yeah. Now Diane I've got in front of me that the flash flooding and water has entered through the bottom of the property and I know that you've got pumps downstairs now have you got any contents that have been affected?

D: Lots

C: Okay so I'll just put major there.

D: It's about.. hand on a second. Robert what's the level of the water downstairs inside the house at the moment? It's about eight inches up the walls

C: Oh goodness

D: Oh listen that's nothing compared to some.

C: Oh, isn't it sad.

D: Where do you live?

C: In Brisbane

D: Aye its headed your way

C: I know, yeah we've already had we've had to send people home from work and they have evacuated the

city and there are 33 suburbs going to be affected.

D: It makes you wonder whether Australia is going to float away.

C: Unbelievable isn't it.

D: Yeah

C: Yeah, okay so we've got the downstairs of the home okay. We looked at the TV last night and I thought that's not Australia that's somewhere else.

D: When you think about it its actually you're going to be hearing about this for a long time to come.

C: Yeah

D: Because it's come from a place like Toowoomba. Toowoomba's a damn mountain.

C: Yes.

D: And suddenly we've had this wall of water at the back of us where there's mountains everywhere and its just two houses in the street surrounded by farmland but it's really pretty to look out at these mountains you can sort of sit and have a look and then at one point this morning at about 9.30, my husband said there's no point in trying to explain this you have to come and have a look.

C: Yeah,

D: And we looked up the mountain where's there's a whole line of Energex um towers and there was a wall of water coming and from about here it looked to be about four feet deep, a wall of water coming down the mountain towards us.

C: Was that today was it?

D: That was this morning about 9.30.

C: Oh goodness. Are you alright Diane?

D: Hey

C: Are you okay

D: Yes

C: Oh okay. Alrighty well Diane I'll give you your claim number

D: Hang on yep okay

C: That's unreal

D: Yeah

C: [REDACTED] so just keep that number handy and quote it any correspondence that you have with us.

D: Yep

C: Now I've passed your claim through to a loss adjustor who will contact you and they'll come out and view the damage that you have

D: Yep

C: Once the claim has been accepted, you do have a \$300 excess that will be applicable. If you do have any enquiries in the meantime, I'll just let you know that our direct number is [REDACTED]

D: Hang on [REDACTED]

C: [REDACTED]

D: [REDACTED]

C: Yep Now we are here on that number seven days a week okay so what you will need to do now have you

got carpet downstairs?

D: No.

C: Okay, any of your furniture, just take some photos or you know you may need to put it outside if it starts to smell anything like that, if you can take any photos or just keep the furniture but just leave it outside of your home

D: Sure

C: Okay, make a list for yourself

D: I've done that

C: Yep so that you can pass that onto the loss adjustor when he comes.

D: Okay

C: Alrighty so he'll grab that from you. Alrighty, so give us a call back Diane. Now we're here 7.00am until 9.00pm Monday to Friday.

D: Yep

C: We're here 8.00am until 8.00pm Saturday, Sunday and public holidays.

D: Okay

C: So if you need anything at all just give us a call and we are only too happy to help you out.

D: We will okay

C: Okay

D: When do the assessors think they are going to get here

C: I can't give you an exact time. I know that they're getting onto the you know the urgent ones you know the inhabitable ones where they can't even stay in the home, so they'll sort of prioritise but they are getting to them as soon as they can – we are using external loss adjustors to help us out so that we can get to everyone as quick as possible.

D: Sure.

C: Okay

D: We're just lucky we have got a high set house in that we have lost one bedroom downstairs and but we've got two bedrooms upstairs.

C: Oh okay yep

D: .. and a queen sized bed so we haven't you know we're not sort of totally out

C: Even though you have the damage, after what you see on TV, you think you're the luckiest so

D: Yeah, but we've become complacent, I've been lying down this afternoon reading a book, just completely chilling out.

C: Yep yep

D: My daughter and my brother are from Canberra have been ringing oh is everything okay and I am thinking to myself if one more person picks up the phone and rings me and says "how are you going"

C: Yeah, well Diane they are people that love you and they are all concerned and

D: I know – they've got to know

C: Yeah and after seeing that on TV it's you know anyone would want to ring you to see if you're okay

D: Of course they would
C: Alright Diane – chin up and yeah the loss adjustor will be in contact won't they.
D: Yes they'll ring won't they
C: Yes they sure will
D: It's just that we've cancelled a couple of appointments at Ipswich Hospital this morning.
C: Oh okay.
D: We don't know when they're going to give them to us again.
C: Okay
D: We had to cancel
C: Oh, they'll understand that
D: Local doctor's surgery
C: They'll understand that though. Okay Diane
D: Alright Chris thank you very much for your help.
C: That's okay you're most welcome.
D: Bye
C Bye bye

JJD10096653 4067301v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 7:12 am to 7:15 am

Date: 13 January 2011

**Place of
interview:**

Parties present: [REDACTED]
Diane Crowton (DC)

Key: [UI] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

K Welcome Claims Services, you're speaking with [REDACTED]. May I start with a claim or a policy number, thank-you?

DC [REDACTED]

K Sounds like we're missing a number there. Could you give me that again? So we've got [REDACTED]

DC [REDACTED]

K Yeah.

DC [REDACTED]

K Yeah, we're still missing a number there.

DC No. That's what I've written down.

K Yeah.

DC Where do we go from here?

K It's 10 digits all up, and you've only given me nine.

DC [REDACTED]. You're right. There's ---

K Yeah. What was your first name, please?

DC Diane, with one "n".

K Thanks Diane. And your surname?

DC Crowcon C for cat r-o-w-t-o-n.

K Let's see what we can find. Thank you, and just your date of birth and address, Diane?

DC [REDACTED]

K And address?

DC [REDACTED] Cobblestone Lane, Laidley.

K Okey-doke. Okay. If you - the number you're missing is an extra [REDACTED] it's actually [REDACTED]

DC Okay. Hang on a sec. Let me write that in. Okay.

K How can I help today?

DC Okay. Look, mate, we've put a pump on the laundry, which is a separate building from the house. It's not miles away, it's just out the door, but the pump is not working, which means that I can't pump water to the washing machines. Now, the hardwood floor has a pump - I'm not quite sure how much it is, but if I was to go down and purchase it today and retained the receipt ---

K Yeah, just give it to the ---

DC Can I do that?

K Yeah. What you need to do – basically - of course, the claim is for consideration, but just do that and give the receipt for the loss adjuster when you see them and they'll be able to put it in for you and the claims officers will let you know.

DC Terrific, and you need to go to the chemist by the sounds of it.

K It's actually just sinus.

DC Okay.

K Okay. Yeah, but thank you. So the answer is, you know, obviously with pumps and things – look, most [UI] they have to move on and get it replaced for obvious reasons ---

DC Yeah.

K --- so it is something that'll happen quite commonly.

DC Everything else can wait, but I've got to get those washing machines going.

K Yeah, absolutely. So, yeah, as you say – yes. Write your claim number on the receipts and give it to the loss adjuster when you see him.

DC Terrific. Thank you.

K Okay. Thanks, Diane.

DC Bye-bye.

JJD10096653 4065710v1

Transcript of interview between [REDACTED] and Diane Crowton

Time: 10:26 am to 10:28 am

Date: 16 January 2011

Place of interview:

Parties present: [REDACTED] (DL)
Diane Crowton (DC)
Full name (initials)

Key: [U] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

DL Welcome to claim services. You are speaking to Dion. Can I start with your policy or claim number?

DC Certainly.

DL Are you wanting to launch a - you have got an existing claim, have you?

DC Yes.

DL All right. [REDACTED]

DC [REDACTED]

DL Thank you, and who am I speaking to?

DC You are speaking to Diane Crowton.

DL May I have your address and date of birth, please, Diane?

DC [REDACTED] Cobblestone Lane, Laidley Queensland 4341. [REDACTED]

DL Fantastic. And how may I help you Diane?

DC Dion, I just wondered how far away the assessor was. Now, I know - I watch telly. I know it's a long way off.

DL Yeah.

DC But ---

DL Yep.

DC --- just knowing how far he was away would really help.

DL Yes. Unfortunately, we cannot give any timeframes, Diane.

DC Well, okay.

DL They are limited with so many things as far as access to roads, safety entering the property, how many staff they have got on, and you can imagine that there are thousands of claims that we are lodging, so they will get to you as soon as is possible. Don't hesitate to contact us in a couple of days if you haven't heard.

DC Yes. It is just that we have got this stinking rotting heap at our front door because we are in a small

laneway.

- DL You are welcome to get rid of whatever you need to. We don't expect you to keep hold of anything. You can discard everything. Just keep a list of items and photographs.
- DC That is a relief.
- DL Yes. We don't expect you to live with a health hazard.
- DC The smell is - is abominable.
- DL Yeah – no. With the carpet, we do ask that you just keep a small sample for us. Same with the curtains.
- DC Sure.
- DL And everything else discard. If there are any electrical items that you believe are salvageable, we will ask for a damage report.
- DC Sure.
- DL But please go ahead and ---
- DC Oh that is excellent.
- DL --- do whatever you need to do.
- DC Terrific.
- DL Okay.
- DC Terrific. We've got no carpet, but we've got tiles that - the muddy water is all underneath the tiles, but they can stay where they are, but the things that stink are the lounge and the feather doonas and towels and things that have been wet for nearly a week now.
- DL Yeah. No, we don't expect you to live with that.
- DC And we can't put it out the front because you wouldn't get a truck down this street at the moment.
- DL Yeah.
- DC So my husband can slowly but surely take it to the dump?
- DL Absolutely.
- DC Excellent. You've made my day. I'm not sure you have made his day. Thank you then.
- DL No trouble. Thank you, Diane.
- DC Bye.
- DL Bye Bye.

JJD10096653 4065734v1

Transcript of interview between Diane Crowton [REDACTED]

Time: 13:29pm to 13:35 pm

Date: 27 January 2011

Place of interview: Via telephone

Parties present: Diane Crowton and RACQ Insurance via telephone

[REDACTED]	Welcome to Claims Services, my name is [REDACTED]. Can I please start with your policy registration or your claim number?
DC	My claim number is [REDACTED].
[REDACTED]	Okay. I'll just try and get into that one for you. I won't be a second.
DC	Thank you, and it's [REDACTED] is it?
[REDACTED]	My name's [REDACTED]
DC	Sorry, [REDACTED]
[REDACTED]	You're all right. Okay, and can I grab your full name, please?
DC	Diane Cecelia Crowton.
[REDACTED]	And just your date of birth and address?
DC	[REDACTED]: [REDACTED] Cobblestone Lane, Laidley, Queensland 4341.
[REDACTED]	Excellent, and how can I help you with this one?
DC	Okay. [REDACTED], everywhere I seem to go I'm getting a rating on different insurance companies and I went into town today and they said at the collection agency in there that RACQ is not one of the better payers. Now in saying that - I mean - what they're meaning is that they're - they're not, sort of, paying out on the full claim --- and apparently and according to the assessor, it's because it was flood damage. Well, that's what he's saying it was. But the trouble is, [REDACTED] it wasn't flood. We were inundated by surge well before the flood came. We've got photos of the wall of water coming down through the mountains at the back from a distance. It looks to be about four foot high.
[REDACTED]	Okay.
DC	That's what came down, hit the creek, filled the creeks up, went through Laidley and wiped Laidley out. Now that was - we were bailing water 48 hours before that thing came. So to me, that's surge ---
[REDACTED]	Yeah.
DC	--- not flood. Surge. So ---
[REDACTED]	Okay. Let me have a quick look through ---
DC	Because the people next door - she was just over explaining to me that they're with NRMA and they've got the same problem, and we thought maybe that's because we were helping each other on that night - on the Tuesday. Well, actually on the Monday as well, and she said well, maybe we could do [IA] for each other's insurance companies or - or what do we do?

■	Yeah. Did you mind if I pop you on hold and I'll look into it further for you?
DC	Sure, of course. That's probably the only way you're going to shut me up.
■	That's okay. I just need to check with my supervisor what we can do for you.
DC	No worries. No worries.
■	I won't be a second.
■	[IA], this is ■
■	Hey, it's ■ from [IA].
■	H ■
■	Now I've forgotten what I wanted. Okay. This lady, her house was assessed for the floods and the assessor said it was because it was flood damage, but she said it was from storm surge or something ---
■	Flood surge, yes.
■	--- two days before ---
■	Yeah.
■	--- or something. So she pretty much wants to dispute that the assessor said it was a flood.
■	Okay, and have we received a report from the assessor?
■	Yes, but it hasn't been looked at as yet.
■	Okay. I would send it through to household claims. What team is it?
■	E.
■	Team E. Yes, try calling through. If you can't get a hold of them, send an email because they're the ones - because the claim has already been processed and, basically, she's not agreeing with the claim decision, then it would need to be discussed with household claims, because they're the ones who make that decision.
■	Okay, yes. So it's the CAT 115 and 116 team?
■	Yeah, that's right, through Team E.
■	Yeah, okay. Excellent. Thank you.
■	Okay. No worries. Bye.
■	Thanks for holding.
DC	That's okay.
■	Okay, so what I can do is call through to the Household Claims Department - so try and get a hold of a person who's looking after your claim. So we'll see if they're able to look into it further for you now. Did you mind if I put you back on hold for a second?
DC	Yes. that's fine. And listen, tell them I've already rung our local council ---
■	Yes.
DC	--- about this because nobody seems to want to put their hand up. The SES doesn't want to put their hand up either, even though they were the ones doing the sandbagging and the State Authority, they don't want to do it either, but the insurance hotline -when I explained it to them, they said that I should ask for a hydrologist.

■	Okay, sure.
DC	Now that seems a bit far-fetched to me.
■	No, they are arranging hydrologists for some claims.
DC	Really?
■	Yeah, yeah.
DC	Okay.
■	Yeah.
DC	Well, that's what they said for us to do.
■	Yeah. Well, I'll call through to the Household Claims Department and see what we can do for you.
DC	Tell them what I said.
■	Yeah, I definitely will.
DC	We've got a photo of this wall of water coming down the back of these hills here that's come from the over-swelled creeks from Gatton, all the way through, but we were already under water by that stage.
■	Okay, yes. Cool. Alright. I'll just pop you on hold. I may transfer you through if they want to discuss it further, but I'll see what I can do for you.
DC	Thanks, ■
■	Won't be a sec.
■	Household Claims, you're speaking with ■
■	Hey it's ■ from tele-claims. Can I give you a claim number, please?
■	Yes, just a sec. Okay.
■	Cool. It's ■
■	Diane Crowton?
■	Yes. You're in Team E, right?
■	Yeah.
■	Excellent. Cool. Okay. So I've got the insured on the line. She said that the loss adjustor came out and said it was from the flood. She's pretty much wanting to dispute that it was from a flood and said that someone - like, someone told her that we could get a hydrologist out.
■	Oh.
■	Because she said that the creek flowed, like, two days after her house was already flooded or something.
■	Yeah, okay. Put her through. I'll have a chat to her.
■	Okay, see ya.
■	Thanks.

Transcript of interview between Dianne Cecelia Crowton and [REDACTED]

Time: 16:55 pm to 16:58 pm

Date: 9 March 2011

Place of interview:

Parties present: Dianne Cecelia Crowton (DCC)
[REDACTED] (RACQII)
E [REDACTED] (B2) (RACQI)

Key: [UI] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

B: Claim Services, this is [REDACTED]

DCC: [REDACTED] can I please give you my claim number?

B: Certainly can.

DCC: [REDACTED]

B: Yes.

DCC: [REDACTED]

B: There we are. And your name, please?

DCC: Dianne Cecelia Crowton.

B: And, Dianne, just for security purposes, can I confirm your address and date of birth, please?

DCC: [REDACTED] Cobblestone Lane, Laidley Queensland 4341 - sorry, [REDACTED]

B: There we are. Okay, and how can we help you today?

DCC: I need to know whether the insurance company is going to be paying this claim ---

B: Okay

DCC: --- please. Notice how I put that please in.

B: Yeah, I did.

DCC: But it's not doing me any good, is it?

B: I can only ---

DCC: I wish. Yeah, go on.

B: Sorry, I'm just going to have a quick look now. Okay. I don't have a note in the system yet saying that it has been accepted. The claims office closes in about 3 minutes, so I'm going to give them a call right now and see if we can catch somebody before they run out of the building.

DCC: Please do.

B: Not a problem. Alright. Here we go. I won't be a moment.

DCC: Okay.

B2: Good afternoon, household claims, [REDACTED] speaking.

B: [REDACTED], it's Brain from teleclaims. Before I say anything else, I must say how impressed I am that someone answered the phone at 3 minutes to 5.

B2: I know I'm amazing aren't I? (Break in tape) Yeah, no worries. What's the claim number?

B: It's [REDACTED] Dianne Crowton is the insured. She's actually being pretty cool.

B2: Okay.

B: It's just - it's a flood claim from Laidley. She's just looking for a bit of an update on what's happenning.

B2: Okay. Yes. Not a problem. That's okay. Put her through.

B: All right, here you go.

B2: Okay, thanks.

B: Ta.

JJD10096653 4066327v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 16:57 pm to 16:59 pm

Date: 9 March 2011

Place of interview:

Parties present: Diane (D)
[REDACTED] B) RACQ

Key: [UI] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

B: Hello, [REDACTED] speaking,

D: Yes, [REDACTED]

B: Hello. Is this Diane, is it?

D: Yes, it is.

B: How are you Diane?

D: Good.

B: That's good.

D: Now, you've just been transferred through from teleclaims.

B: Yep.

B: You've come thorough to my area. I'm in household claims, but you've come through to me because your case manager is unavailable

D: Yep.

B: Am I able to get someone to give you a call tomorrow, Diane, and give you an update?

D: Okay. Is it going to happen tomorrow?

B: I would hope so. I will - let me just - I'll send this email to that team. Now, where are you? You're in Laidley. Okay.

D: Yep.

B: All right. I'll send an email to that team and ask them to give you a call urgently. What is your best contact number? Is it the home number or ---

D: Yes.

B: Okay, and is that [REDACTED]

D: Yes.

B: Okay. Excellent. Diane. I'm very sorry to do that to you, but I will send an email to that team and ---

D: Please put on the end of the email ---
B: Yes.
D: --- this lady has been living like this for eight weeks.
B: That's an awfully long time, isn't it?
D: I need to put my life in order.
B: Exactly.
D: I need to have – be able to have a hot shower ---
B: Oh, no.
D: --- because we don't have a hot water system.
B: That's awful
D: I need some answers, and I would sincerely appreciate an answer.
B: Yes. I don't blame you Diane. I'd be exactly the same in your position
D: Good.
B: So I'll send that email to that team now and ask someone to give you a call.
D: Thank you
B: You're welcome. Okay. Bye.

RXR10096653 4066275v1

Transcript of interview between [REDACTED] [REDACTED] Diane Crowton and [REDACTED] [REDACTED]

Time: 16:19 pm to 16:22 pm

Date: 10 March 2011

**Place of
interview:**

Parties present: [REDACTED] (BB)
Diane Crowton (DC)

Key: [REDACTED]
[UI] = unintelligible
[IA] = inaudible
... = interrupted speech, or speech peters out

BB Welcome to claims services this is [REDACTED] Can I start with your policy number or claim number, please?

DC Yes [REDACTED]

BB And your name, please?

DC Diane Crowton.

BB Address and date of birth, please?

DC Date of birth: [REDACTED] Address: [REDACTED] Cobblestone Lane, Laidley Queensland 4241.

BB How can I help you today?

DC I would like to know how this claim is going, please. I was told by a gentleman that I rang at this same time yesterday that he would send an email through to the group that were dealing with this claim and that they would ring me back today. That has not happened.

BB All right then. Let me just have a quick look. I won't be a moment.

DC Thank you.

BB I'll see if I can get hold of the claims team for you.

DC Thank you.

BH Good afternoon, household claims, [REDACTED] speaking.

BB Hi [REDACTED] it's [REDACTED] in teleclaims.

BH Hi, how are you going?

BB Good. How are you?

BH Good.

BB I just have an insured on the phone who was promised a call back today.

BH Okay. What's her claim number?

BB [REDACTED]

BH Diane.

BB Was it you that spoke to her yesterday?

BH Okay. I can pass it on to the [IA] team because [REDACTED] is looking after that one. Put her through. I don't know if he is available, but put her through and I'll have a chat to her.

BB Okay. Thank you.

BH

Thanks.



Transcript of interview between Diane Crowton and [REDACTED]

Time: 16:21 pm to 16:29 pm

Date: 10 March 2011

Place of interview:

Parties present: Diane (D)
[REDACTED] B) (RACQI)

Key: [U] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

B: Good afternoon, household claims, [REDACTED] speaking.

J: Hi [REDACTED] its [REDACTED] in teleclaims

B: Hello, how are you going?

J: Good. How are you?

B: Good.

J: I just have an insured on the phone who was promised a call back today.

B: Okay. Do you have a claim number?

J: Yes [REDACTED]

B: Yep

J: [REDACTED]

B: Diane.

J: Was it you that spoke to her yesterday?

B: Okay. Yes because I passed it on to the [IA] team because [REDACTED] that looking after that one. Put her through. I don't know if he's available, but put her through and I'll have a chat to her.

J: Okay. Thank you.

B: Thanks. Hello [REDACTED] speaking

D: Yes, [REDACTED]

B: Hello. How are you?

D: Good, thank you.

B: That's good. Now your wanting to speak to your case manager, is that right?

D: Yes or someone.

B: Okay. Yes. This has come through to me because your case manager is not available.

D: My case manager wasn't available yesterday either.

B: No, that's right, no.

D: So what's going to happen? Is this going to happen every day?

B: No, no they're working through the call backs at the moment. I'm not sure how long they're taking. I think at the moment the turnaround time is about 24 hours, so you should receive a call from him shortly. Can I leave another message for him, Diane?

D: No, I want to stay on the phone until I speak to somebody, and who am I speaking to?

B: [REDACTED].

D: [REDACTED], I am not normally an aggressive person ---

B: No, that's okay.

D: --- but I am sitting in a house - I haven't had a hot shower in seven and a half weeks.

B: Okay.

D: I am living with the remains of what that flood brought in and took out with it, and I need to move on with my life and I need to get things done, and that's not going to happen until you say yes, you are going to pay this claim, or no, you're not. Now if you say yes, you're going to pay the claim, but it's not going to happen for another six months, I could live with that.

B: Yeah.

D: But I have no light at the end of the tunnel and I need that.

B: Yeah, I understand that.

D: I need something.

B: Yeah. Because I'm not in that team, I can't give you an answer. Let me -- can I just pop you on hold for a moment, Diane?

D: Sure.

B: Okay. Thanks

D: Yep.

B: Are you there, Diane?

D: Yes, I am.

B: Sorry, [REDACTED] not available. I'm just going to transfer you through to [REDACTED] I won't be a moment.

D: Thank you.

RXR10096653 4066306v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 16:29 pm to 16:37 pm

Date: 10 March 2011

Place of interview:

Parties present: Denise Crowton (D)
[REDACTED] (F)

Key: [UI] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

F: Hi, its [REDACTED] here in household claims. How are you?

D: Good, thanks, [REDACTED]

F: That's good . Now, you're just wanting to know what's going on with the claim?

D: Yes, I am.

F: Yeah. So did the girls - did the other girl explain to you that ---

D: No, they're leaving it all as a big surprise.

F: Yeah. So, I mean, we don't have the final decision on the claim at the moment because we are awaiting to review all of the hydrology information for each area, and then we're in the process of going through and reviewing each claim. We are in that process. I'm part of that team that's involved in that.

D: Felicity, this is the story I got six weeks ago, and I was told that in the middle of February we were bound to have an answer one way or the other ---

F: Yeah.

D: --- so just hand in there till the middle of February. So I've let it go, and I know - look, I'm not stupid. I watch the TV. I see all these houses going under the water. I see the devastation and the damage. My pity is for your company, and I think the only thing that is keeping RACQ in favourable light at the moment is the girls that I deal with on the phone.

F: Yes. Yes.

D: Nothing that I say or get distressed about unnerves them, or gets them upset, or raises their voices, and that is working in your favour.

F: Yes.

D: So that's one thing.

F: Yeah.

D: I do understand, but I don't - I would rather that you didn't beat around the bush with me.

F: No, I understand that, yes.

D: And if you say to me "Okay, we've got the hydrologist reports coming in next week" - I have been waiting for seven weeks for a building inspector to come to the house.

F: Yes.

D: He's finally coming on Tuesday, but in the meantime, I had the government inspector came in yesterday

and so - I mean, what they're doing is they are assessing what's happening to houses that haven't had claim settlements. So I'm just hoping that this is all something that's finally coming together.

- F: Yeah, and it is. You know, this is progress from where we were, because prior to this, we didn't actually have that information. But, as I said, we do have the information, but it is just a matter going through for each region and finding the claims which fall into that ---
- D: And you don't have all the information, because the building inspector hasn't been here and given you a report.
- F: No, but, ultimately, the decision for the, you know, whether the claim can be accepted under the policy ---
- D: Yep.
- F: --- under - whether it's falls - you know, from flash flood or flood, that's really, ultimately, the decision to make.
- D: Well, that's there is a problem there, because I can tell you the answer to that.
- F: Yeah, but, obviously we ---
- D: We didn't go under from flash food. We were flooding for three days before that damn thing hit ---
- F: Yeah. Yep, and so we need to ---
- D: --- and that was coming out of the sky.
- F: Yeah, but -- yeah. I mean ---
- D: My husband's got tennis elbow in his right arm from bailing water, and that was before that thing came.
- F: Yeah,
- D: And there was a thing, because we saw it coming down the mountainside ---
- F: Yeah, but -- yes, as I said, we're not ---
- D: --- scary as it was, but anyway. Okay.
- F: We are in that process.
- D: I'm just feeling - I'm feeling - I wish I had spoken to you now, because you're now, sort of, making me think that we're not in a good light. Has there anybody been put in a good light?
- F: Well ---
- D: No.
- F: I don't know anything about - I don't know what its come back as for Laidley, as yet. We had ---
- D: Yes, but you can't just define Laidley as Laidley.
- F: No.
- D: You cannot make a decision on Laidley ---
- F: No.
- D: --- as it is because the main street of Laidley was hit by a flash flood ---
- F: Yeah
- D: --- and it wiped that main street out ---
- F: Yes.
- D: --- but that's not what wiped us out.
- F: No, and the hydrology company looked into all of those issues.

- D: They didn't come out here.
- F: They would have done. They have been doing area reports. Where required, they went to street level and they did visit some houses in some streets. I can't tell you exactly, you know, where they went in for your area, because I don't have that info ---
- D: No.
- F: --- but ---
- D: Okay. Ultimately, what am I looking at?
- F: Yep. Well, I mean, as I said, we are in the process of going through the areas now and reviewing both the info for the region and then we are looking at all the claims. So I would think very short term we would be back in contact with you with a decision on the claim.
- D: That's what you told me in February.
- F: We didn't have the hydrology information back in February.
- D: No, you didn't, but you're telling me the same story. It's as if you've got it written down in front of you. You're giving me the same story you gave to me in the first week in February.
- F: Yeah.
- D: Actually, no. It was the end of January when I got that story and it's exactly the same as what you have just said now.
- F: Yep. Well, I mean, we didn't actually get ---
- D: So that really doesn't give me a great deal of hope. If you were going to be damn well honest with me ---
- F: Yeah.
- D: I would rather that you be honest with me.
- F: This is as much as I know, so I am being honest with you.
- D: Okay.
- F: We only got the hydrology info back last week for every area, so, as you can imagine, it is a big process for us um, and we are going -- you know, as I said, we do have a dedicated team working through that and then we will be in contact with you.
- D: It's not just dedication. They're damn nice people ---
- F: Yeah.
- D: --- including yourself, but that doesn't mean I have to be a nice person.
- F: No, and I know why it's frustrating, because it has been a long time.
- D: Yes it - do you know - have you ever lived in a house for seven and a half weeks without a hot shower?
- F: No, I haven't.
- D: We have no hot water system.
- F: Yes.
- D: We've - everything has been wiped out downstairs. We are living from phone call to phone call. I didn't know that the building inspector would ring me the day before he came, and so I sat in this house for eight weeks waiting ---
- F: Waiting, yes.
- D: --- for him to turn up at the door and found out yesterday, "Don't worry about that, he'll ring you back." So I rang and I said "Okay. So when are you coming?" He said Tuesday. I said "Fine. Why didn't somebody tell me?" So I'm feeling rather tied to the house, but I'm not going to be tied to the house till Tuesday now. But anyway, at least that's some light at the end of the tunnel, and I can go to a friend's place and have a

shower.

F: Yeah.

D: Alright.

F: But, yes, I can assure you as soon as we have reviewed the claim, we will be in touch.

D: So, can you give me a ball park time?

F: I can't give you the exact time because I don't know how long it's going to take.

D: No, I'm not asking for exact.

F: I would think - I would think you would definitely hear from us in the next two weeks, and that's being - and that's giving a generous timeframe, I think.

D: Okay.

F: But that's the worst case scenario, I would think.

D: Okay. I can live with that. And I'm being a really, really nice person now, but heaven help you if you say no.

F: Yeah.

D: So ---

F: Well, as I said, I don't know what it's come back as, so - I'd love to give you an answer now.

D: Yes. I know. I know. You're the pickle in the middle.

F: Yeah, and we all would have loved to give answers before now.

D: Sure.

F: But, yeah - it's just ...

D: It's just the way it is. All right.

F: Yeah.

D: I can live with two weeks. Do you think somebody - something at the end of the tunnel is what we're all asking for. We are not asking for the exact information, if you haven't got it.

F: Yeah.

D: Be generous with your information to us, as you have just been and said "Hey, two weeks". So if I don't hear from you in the next two weeks, I'll call you back.

F: Yes. Definitely call back.

D: Thanks, ma'am.

F: That's okay. Thanks for your time.

D: Bye.

F: Bye.

JJD10096653 4066438v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 10:19 am to 10:31 am

Date: 11 March 2011

**Place of
interview:**

Parties present: [REDACTED] RACQ
Diane Crowton = DC

Key: [U] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

DC: Hello.

LC Good morning, am I speaking to Diane?

DC: You are.

LC Hello Diane. You're speaking to [REDACTED] at RACQ Insurance.

DC: Yes.

LC Look, I'm sorry, I'm not your case manager, but I'm authorised to speak on behalf of your case manager. Now, I just want to say that the long awaited hydrology information [IA] investigations have now been completed.

DC: Yes.

LC Yes, and it means now that we are in a position to work out where your claim is inside or outside of the policy over.

DC: Yes. I'm being rather hesitant here because I'm bracing myself for a fall.

LC No. Okay. I'm not going to give you the final outcome, but I going tell you how we are going to get to the outcome for you. Now, just to give you an overview, there will be a process whereby we have to go through to conclusions made for each region, but they will ---

DC: Yes.

LC One town was quite hard hit compared to another town, one street was quite hard hit compared to another and see how that applies to you as the policy holder.

DC: Yeah.

LC Yeah. Okay. So we work out the [IA] and then we work out where you fall in that area. Now, because these process is going to with upmost urgency because we need to urgently get in contact with our policy holders as soon as possible, now as your claim is treated as being a flood and the policy does not respond, RACQ Insurance will consider those customers, you know, for their eligibility under the compassion fund.

DC: So you're saying we're under the policy of ---

LC No. I'm saying we'll have to work out whether you're inside the policy cover or not, and if you are not, we will explain to you as to whether we can fit you into the compassion fund or not.

DC: And the compassion fund is what?

LC Well, that part I - your case manager has to explain it to you, as it applies to you.

DC: Okay.

- LC Now, if it doesn't, they'll explain to you as to why it doesn't, okay? Now, we can't make that call yet until we've gone through everything now that the hydrology information is complete. So it's a matter of us going through one claim at a time and just having a look at the reasons, all right? So we will be in contact with you to let you know the outcome of this claim. So the good news is I'm advising you that your case manager will let you know because we have now the hydrology information in. Now, I can't give you the short answer.
- DC: So you're saying to me the good news is that you're ringing me to say today to tell me you might ring me next week with some bad news. Is that what you're saying?
- LC Not all bad. Inside or outside the policy cover, yes.
- DC: I would have preferred not to have this call.
- LC But you rang and you wanted to know, so I have to tell you.
- DC: Yes, I did, and I rang and spoke to a delightful lady yesterday and I have to - and I'll say it again, as I've said to everybody I speak to ---
- LC Yes.
- DC: --- the girls in RACQ, regardless of what happens and whatever the outcome of this is, have been immensely patient and had to have received counselling themselves to be able to cope with people like myself, because I know that - just wait till I just - what I rang for yesterday was that back in January I rang and they said we will have a decision by the middle of February. I said, "Fantastic", but I didn't ring back until the day before yesterday, and I got a fellow who really didn't want to deal with it, I don't think and said that the people - the group that were dealing with my case had gone home and that he would send them an email and they would get back to me some time the following day, which was yesterday.
- LC Yes.
- DC: Now, that didn't happen. So at 20 past 4 I rang again and I spoke to another nice lady. Actually, there are no bad ladies there. The only bad people are the people who are getting these phone calls. So the message from her was that we should have a decision by the middle of this month - in about two weeks' time. Now, okay, that gives you two weeks to breathe, and you think to yourself "I'm already taking the negative, I'm going to garage sales and trying to pick up a few bits and pieces." I had a visit from the Department of Community & Recovery who assessed the place yesterday ---
- LC Yes.
- DC: And they said, "Look, we can't help you at all until we know what your insurance company is doing".
- LC Yep.
- DC: So, this phone call you're giving me today, although I can see that you would think that this is a really good thing, it's not. I'd rather stick with the no information until the appointed time phone call.
- LC Okay. You're probably ---
- DC: Because you're adding to my anxiety.
- LC I'm sorry, my dear. It's not my intention to. My intention is to hope that we could get you through in the next two weeks so we know what the outcome is.
- DC: You see what I mean? Two weeks. I don't want to have to think about this for the next two weeks. I don't want phone calls on and off over the next two weeks ---
- LC You won't be getting on and off phone calls.
- DC: --- saying "Yes, maybe", "Yes, no". I can't handle with that. I feel like throwing up right at this moment.
- LC Yep.
- DC: So those phone calls are not helpful.
- LC I'm so sorry. We are [IA] to ring you back, and that's exactly what I've done but - no, you are right, you don't want in between calls between now and then. The next call that comes from your case manager will be the one that will tell you exactly where you are.
- DC: That's what I'm figuring, so I would rather - I would rather not have an ulcer by that stage. So - and that

phone call, according to you, is going to be approximately when?

- LC I would hope within the next two weeks, but if you don't hear anything – yes. Look, I - we're trying our real best to - you know - because the last thing we need - and it's too late now for most of the people out there, distress is already well and truly there.
- DC: But it's been nearly three months.
- LC I know.
- DC: Those people in - those people in Victoria under Mr Rudd's direction were paid out [IA] in two months, weren't they? Yes, they were.
- LC You voted him out, didn't you?
- DC: Eh?
- LC You voted him out.
- DC: I did not vote him out.
- LC No, those naughty ---
- DC: Their party voted him out and that pointy-nosed redhead that wasn't even born in this country, who happens to be our leader ---
- LC Yeah.
- DC: There should be a law against that. There is in America. If you weren't born in America, you can't take leadership positions. Anyway ---
- LC It's not like that anymore.
- DC: They should still follow those rules.
- LC Yeah.
- DC: It's like during the floods, we were on the phone and we were bailing out water, and this is before the flood - and I think using that word, and I shouldn't use that word. Before the water - the big water came in, we had already been bailing water for two days, myself and my next door neighbour. Now, we were bailing, and I'm on the phone to the Council saying "Can we please have some sandbags?" and the girl said, "We haven't got any", and I was just sort of finishing off the phone call when my husband said, "Look, you've got to come and have a look at this and bring the camera", and down the hill at the back of us was this huge wall of water. It would have measured - I'm sure if I stood next to it, it would have - now I'm 5'8" and a half---
- LC You're no shorty.
- DC: It probably would have measured over 10 feet. Anyway, we took some photos and I said to Robert, "Is that coming towards us?", because there's a farm directly behind us, and he said "No, that'll go down into the creeks when it hits the bottom there and it will go around the way there and then it will go into Laidley and it should wipe out Laidley." I said -and I thought he was joking. So I said to the girl on the phone - when I got back to the phone, I said "Look" - I told her what was happening and I said "Alert everybody in Laidley that you can know that there is a wall of water coming towards you." They thought it was a joke, and it was because we found out two days later, when I investigated this, that the people that they'd put on the phone to help people out were the young girls from the library who didn't want to be there because they just didn't feel that they were equipped to cope with it, and they weren't.
- LC Poor things.
- DC: I told them where the wall of water was coming from and where it looked to be headed, and I said "You get off this phone and you get onto the SES, and you tell them." Well, I sought this girl out and she - I said "Did you pass that information on?" and she said "No", and I said "Why not?"
- LC You stupid girl.
- DC: No, not stupid girl. Too young, too inexperienced. She said "I didn't know where you were", and she was right. She didn't know where I was. She didn't have the presence of mind from training to say "Where are you right at this minute and in which direction are you looking?" Now, that's what I would have said, but I'm a little bit older than her. So I said to the Council, you know, "If you're getting up a flood protection thing going, you need to have monitors along the riverbanks, homes where people have put their hands and said

yes, I will be a monitor for this area here and let people know."

- LC Okay. Well, what I'll do is I'll let your case manager know and so far ---
- DC: What I'm saying is that what - I'm getting back to the crux of this. What I'm saying is none of us have ever been given any decent information, and I don't want any information now if you're turning around and saying, "We will have to get back to you again in two weeks", because then it's just the same thing over again.
- LC Okay. Right. The next call that you receive from us and your case manager will be the one that is the most important. There won't be any other in between calls, I can tell you that much.
- DC: Why is it taking two weeks?
- LC I'm just giving you a rough time frame. I can't give you an exact day when she will, because we have to go through each claim in your area, and there's still another 2,500, inclusive of yours.
- DC: And are you – but you're authorised to look at the map and see where I am say, "Yes"?
- LC No, I can't tell you that. No, I'm sorry, I'm not privy to that.
- DC: No, but I'm saying are you authorised - are these people authorised to look at a map and say "Yes, they're in that area"?
- LC No, they the outcome of the conclusions made for your area. They will tell you whether your claim is in or out of the policy cover.
- DC: Okay. Okay. We're going around in circles now. All right, thank you.
- LC All you need to know is that the one that rings you will tell you whether your claim is accepted or not. That's the most important part.
- DC: No, the most important part is is that person qualified to make that decision, or is the decision being made by somebody else?
- LC It's being made by the specialists who are qualified to do that.
- DC: Okay. All right. I've got to go now.
- LC Thank you.
- DC: Bye.

JJD10096653 4066467v1

Transcript of interview between Dianne Cecelia Crowton and [REDACTED]

Time: 14:21 pm to 14:23 pm

Date: 14 April 2011

Place of interview:

Parties present: Dianne Cecelia Crowton (DCC)
[REDACTED]
[REDACTED] T)

Key: [UI] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

C: Welcome to Claim Services, you're speaking with [REDACTED] Can I start with your policy or claim number, please?

DCC: Policy number is [REDACTED]

C: No worries. Are you wanting to lodge a new claim or do you have an existing claim?

DCC: No, this is a flood claim. I just need to know what's happening with our claim.

C: Okay. Do you have file number with you at all? A double H number?

DCC: I've got one written down here, but I don't know whether that's the one.

C: Okay. Well, I'll have a look with your policy. Won't be one moment here.

DCC: Thank you.

C: Okay, here we go. Now, can I just confirm your name, please?

DCC: Dianne Cecelia Crowton. [REDACTED] Cobblestone Lane, Laidley Queensland 4341. Date of birth: 1 [REDACTED]

C: Excellent. Thank you so much for that.

DCC: Have I missed anything?

C: No. That's exactly all I need.

DCC: Good.

C: Thank you for that. Alright. So you've been waiting on a update on a claim - on this claim?

DCC: Yes.

C: Ok, what I'll do - let me pop you on hold. I'm going to get through to the team that's looking after it, and they'll be able to see if there's any updates for you.

DCC: Ok.

C: I'll pop you on hold, okay? Won't be too long. Thank you.

T: Household claims, you're speaking with [REDACTED]

C: Hey [REDACTED] It's [REDACTED] from tele-claims. You answered the phone fast.

T: How are you?

C: I'm good, thank you.

T: I was sitting on it. I was waiting for you.

C: I thought so. Look, I just got a claim number for you, please.

T: Yep.

C: [REDACTED] for a Dianne Crowton.

T: Yep.

C: She's just following up on updates if there is any.

T: Yep, certainly. Do you want to pop her through?

C: Sure. Thank you. Bye.

T: Bye.

JJD10096653 4066417v1

Transcript of interview with Dianne Cecelia Crowton and [REDACTED]

Time: 14:23 pm to 14:27 pm

Date: 14 April 2011

Place of interview:

Parties present: Dianne Cecelia Crowton (DCC)

[REDACTED]

[REDACTED]

Key: [UI] = unintelligible

[IA] = inaudible

--- = interrupted speech, or speech peters out

T: Household Claims, you're speaking with [REDACTED]

C: Hey [REDACTED] It's [REDACTED] from teleclaims. You answered the phone fast.

T: How are you?

C: I'm good, thank you.

T: I was sitting on it. I was waiting for you.

C: I thought so. Look, I just got a claim number for you, please.

T: Yep.

C: [REDACTED] for a Dianne Crowton.

T: Yep.

C: She's just following up on updates, if there is any.

T: Yep, certainly. Do you want to pop her through?

C: Sure. Thank you. Bye.

T: Bye.

Hi Dianne, you're speaking with [REDACTED]. I'm one of the case managers. How are you today?

DCC: Not too bad, thanks, [REDACTED] It will depend on what you're going to say to me, I suppose.

T: I understand that.

DCC: Giggle, giggle. Chuckle, chuckle.

T: You've just come through to me because I'm in the same area as your case manager, so if you don't mind holding for a moment, I will just see if they're available and I'll transfer you through.

DCC: Thank you.

T: Thank you.

Sorry for the delay there, Dianne. Your case manager, [REDACTED] is just away from her desk at the moment, so if you would like to confirm with me your best contact phone number, I'd be more than happy to send a call back request through for her.

DCC: Okay. It's [REDACTED] and I would really, really nice of her to ring me today because I don't want to have to sit for another weekend knowing that I can't get a phone call or make phone call and get some results.

T: Okay. Dianne, I can't, you know, put [REDACTED] on a schedule because I don't know what her workload is. I can get ---

DCC: Okay. Is she due back in the office?

T: Pardon?

DCC: When is she due back in the office?

T: I think she's in a team meeting.

DCC: Okay. So you would expect her back in the office, say, in an hour or so?

T: She's in a different team to me. They get briefed on different procedures, so I can't comment on how long their meeting will take. You are more than welcome, if you want to, to call back, but I will send this call back request through, but I can't give a time limit for [REDACTED] to call. I can definitely ---

DCC: The last phone call I made was 2 months ago. I've laid off this company for 2 months, and I rang through and I had the same situation: "This person will ring you back, they're not in their office now. We will make sure that they call you". Well, it didn't happen.

T: Okay, and I apologise for that.

DCC: So I rang back the following week and it started all over again. It, sort of, started to appear to me, which it most definitely probably wasn't - it appeared to me that that was 'get rid of her' line. Do you know what I mean?

T: I do. I do understand what you mean.

DCC: Yeah, so when you say it again, I'm thinking to myself "Oh no, here we go again." So ---

T: I do apologise for that, but ---

DCC: What about I try ringing - if she hasn't rung me by 3.30pm, I'll ring again.

T: I'll send the call back request through. I'll put that you would like a call by 3.30pm or you would like a call this afternoon by 3.30pm, but because I'm not her, I can't put her on a time limit, but I'll definitely ---

DCC: I understand that, and I don't want to explain it for her, because, as you say, you are not her, but it should be a standard message to give to somebody, "Please ring this woman by 3.30pm. If not 3.30pm, please advise when you can do that," or something like that. So I'll ring at 3.30pm and see what happens.

T: Yep. I'll definitely put the call back request through and I'll put your concerns in there, okay?

DCC: Okay, mate. Thank you.

T: Thanks for your call. Bye.

DCC: Bye.

JJD10096653 4066538v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 16:36 pm to 16:38 pm

Date: 14 April 2011

Place of interview:

Parties present: [REDACTED] BD)
Diane Crowton (DC)
[REDACTED] (KS)

Key: [UI] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

BD Welcome to claims services, this is [REDACTED]. Could I start with your claim number or policy number, thanks?

DC I don't know what I have done with the claim number, but I have got the policy number. [REDACTED] for [REDACTED]

BD Thank you. And your name?

DC Diane Crowton.

BD Thank you. And just need to confirm your address and date of birth, thanks?

DC [REDACTED] Cobblestone Lane, Laidley, Queensland, 4341. Date of birth: [REDACTED] Phone: [REDACTED]

BD Thank you. How can we help you on this claim?

DC I rang a little earlier and the group of people that are dealing with these claims were apparently in a meeting. I asked to be rung back at least by 3.30. It hasn't happened. Is there anybody there I can speak to, please?

BD Okay. I will try their line there. I'll just try your case manager. I won't be a moment.

KS Good afternoon, you're speaking with [REDACTED].

BD Hello [REDACTED] here. One more [IA] towards the end of the day. [REDACTED]

KS And that is for Diane Crowton?

BD Yes. Apparently she rang earlier and she said that she was going to ring back at 3.30, but she said she was supposed to get a call back by 3.30, which I don't think so, because we don't give timeframes, but anyway ---

KS Okay, you're right. No, no, she's obviously -- okay. That's fine. I can try them again anyway. So pop her through and we'll go from there. Thank you.

BD Thanks. Bye.

JJD10096653 4066669v1

Transcript of interview with Diane Crowton, [REDACTED] and [REDACTED]

Time: 16:37 pm to 16:41 pm

Date: 14 April 2011

Place of interview:

Parties present: Diane Crowton (D)
[REDACTED] (C) RACQI
[REDACTED] (B) RACQI
[REDACTED] (R) RACQI

Key: [U] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

C: Good afternoon, you're speaking with [REDACTED].

B: Hello [REDACTED] here.

C: Hi.

B: I've got one more towards the end of the day. [REDACTED]

C: Yep, and that is for Diane Crowton?

B: Yes.

C: Apparently she rang earlier. It says there that she was going to ring back at 3.30, but said she said she was supposed to get a call back by 3.30, which I don't think so, because we don't give timeframes, but anyway.

B: Okay. No, you're all right. She's obviously – no, that's fine. I can try them again anyway, so pop you through and we'll go from there. Thank you.

C: Okay, thanks. Bye

B: Bye

C: Are you there, Diane?

D: Yeah.

C: Yeah. Hi, [REDACTED] here from household claims. Your case manager is actually [REDACTED] and that's in our team that was specifically set up with regards to the flood claims to help you with that. So what I'll do is I'll try to get hold of one of them now for you. I won't be a minute.

D: Thank you.

R: Hello, this is [REDACTED]

D: Hi [REDACTED]. That was a good score. I've got, actually, one of your client's on the phone. It's [REDACTED] here. I'll give you the HH number.

R: Okay, let me just mark this one off.

C: Sorry.

R: Okay, go for it darl.

C: Cool I. H [REDACTED]

R: Yes.

C: Diane Crowton. Yeah. She's rung already in today asking to speak with you in regards to progress her claim and wants an update.

R: This is so hard to [UI].

C: Yeah.

R: "Wants an update on her claim and on advising her of the call back procedure she requested a call this arvo. I advised her that I couldn't give her a timeframe and I agreed that it would be this arvo and I would advise [UI] for a request". Okay. Okay. So MYI I have been advised where the claim presents a flash flood as the cause, indemnity will be granted. Okay. Okay. Can I just - can I just ask someone a question for a sec?

C: Yes. Yes, fine.

R: Hello. Okay, cool. Pop her through.

C: Pop her through?

R: Thank you.

C: Here she comes.

JJD10096653 4066774v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 16:04 pm to 16:06 pm

Date: 18 April 2011

Place of interview:

Parties present: Diane Cecelia Crowton (DCC)

[REDACTED] (S)

Unknown person (U)

Key: [U] = unintelligible

[IA] = inaudible

--- = interrupted speech, or speech peters out

S: Welcome to Claim Services, you're speaking with [REDACTED] Can I start with your claim, policy or registration number, please?

DCC: Policy number [REDACTED]

S: New claim or an existing claim?

DCC: Existing.

S: And your name, please?

DCC: Diane Cecelia Crowton. [REDACTED] Cobblestone Lane, Laidley Queensland 4341. Phone: [REDACTED].

S: You've done this before.

DCC: Hundreds of times.

S: How can I help you today?

DCC: Feels like it. Okay [REDACTED] was going to ring me today.

S: Okay. Let me have a look at what's going on.

Okay. I'm just going to pop you on hold for a moment and I'll try and call through to [REDACTED] for you. I won't be long.

DCC: Okay. Thank you.

U: Household Claims, [IA] speaking.

S: Hi, it's [REDACTED]h from the teleclaims department. Can I give you a claim number, please?

U: Sure. What's that?

S: It is [REDACTED] for Diane Crowton.

U: Okay. Have you got Diane on the phone?

S: Yes, I do. She's just wanting an update. She spoke to [REDACTED] was meant to give her a call today in regards to the conversation about MYI and Stream opening their reports and that again and the building side of things.

U: Pop her through.

S: No worries. Transferring her now. Thank you.

Transcript of interview with Diane Crowton and [REDACTED]

Time: 16:07 to 16:23

Date: 18 April 2011

Place of interview:

Parties present: Diane Crowton (DC)
[REDACTED] (L) (RACQ)
[REDACTED] C) (RACQ)

Key: [UI] = unintelligible
[IA] = inaudible
... = interrupted speech, or speech peters out

L: Okay, what have you got

C: [REDACTED] Diane Crowton

L: Okay where are we at ..

C: So nice to know that I am only counting minutes now

L: Hahahaha

L: [mumbling] Stream. Okay, can't really see that I have got any update for her at this point that you can talk to uh is it Diane you've got did you say.

C: Yes

L: Okay, what did you do.

C: Oh shit myself.

L: I know, it's not funny is it at all.

C: I tell my kids laugh and it will go away and they go "hahaha"

L: do they

C: Yeah I'm trying the same but it's not working

L: Not working for you today

C: No, I'll transfer her through now

L: Okay thanks for that .. Hello Diane

D: Yes

L: Its Lisa here in household claims how are you?

D: Not too bad.

L: Okay, let me see this is one of Rani's claims, I'm just having a quick look. I won't go into the whole its 6 pages on notes on here so I'm not sure what's happened but it looks like we've reopened or we've instructed MYI to reopen the file

- D: What's MYI?
- L: Sorry, MYI Freemans – they're the loss adjustors that should be dealing with you direct. So basically for the content it looks like we've receive a recommendation but she needs to wait to see receive the report from Stream just so we can see what the causation is. Um, so I think it looks like Rani did speak to someone at MYI requesting that they contact Stream – they're basically the builders, trying to get a report from them. So that was only last Friday yeah, so at this point what we need to do...obviously, it's not clear look I'm not sure what's in their initial you know what I mean when they first came out, they would have provided us with a site report that more or less gives us a brief rundown of
- D: Who was this Stream?
- L: Ah this is MYI Freemans when they initially came out
- D: Freemans, Freemans were here in January
- L: Yeah, way back in the beginning that's right. Then I guess we were waiting on hydrology information after that we had to appoint hydrologists to go out to all areas just to be able to determine in every case I guess whether it's you know flood or flash flood now I'm just going through the notes. I think that's why we're waiting on Stream to report as to what how the water has maybe entered. Has it come through the bottom of the dwelling just going by the note here. Yep, yep okay Diane we are definitely waiting on Stream's report to come through now I know that has been requested as I say, it would have been Thursday or Friday of last week so I'd expect you know what I mean, we'd certainly expect to receive that from them shortly as soon as we can that we'll have a clear determination. I think we've we already realise what sort of costing we think it is for the contents items, um looks like there's a number of those there.
- D: Who am I speak to again I'm sorry?
- L: My name's [REDACTED] I'm in Household claims.
- D: Sorry [REDACTED]
- L: That's alright.
- D: Lisa I think what happened to begin with was that there was this mad panic on I had to get this place done because I've got another 15 in front of me
- L: Sure, sure
- D: And I understand all that and I think what happened was that I'd written out a list as requested of all the things that had broken or
- L: Been damaged yep
- D: Oh and an idea of what things were going to cost
- L: Okay.
- D: Like the tiles the hot water system and things like that, now David didn't um David Freeman who was the assessor, he I don't think really looked at the list clearly from the beginning because what was on his list, was house items like the tiles and
- L: More of the building sort of
- D: Yes and the hot water system and stuff like that and I'd put them all together because I didn't know how to differentiate so
- L: Sure oh no, that's okay
- D: So I figured that they would sort that out
- L: Yes for sure

- D: But I wish I'd known because this is what's holding them up
- L: Mummy yeah
- D: But the first guy who came out to assess the place from the builders
- L: Yes Stream, Stream
- D: Stream yep. The first guy that came out from Stream, he didn't even look at the tiles. He just basically
- L: Well that's part of that's not what they're for, they're there to look at the building like the structural or yeah tiles or anything like that, the only flooring we consider to be contents would be like carpets so in an owner occupier situation so everything else, you know whether its hardwood floors or you know tiling things like that, or the actual walls, obviously that's a part of the building so yeah Stream are the ones to you know come out assess that damage, go back a
- D: Well, yes they really need to get their um their customer
- L: I know what you're going to say
- D: Their customer attitude together.
- L: Sure I understand.
- D: Because what they did was the guy came out, only a young sort of fellow, my husband's at work, I'm holding the fort
- L: Yes
- D: I introduced myself. I started pointing things out to him. I asked him if there's anything that he would like me to write down. I guided him through downstairs. Told him where which way the water had come through and he said I won't need you any more I can do this by myself and I said yeah okay
- L: Right.
- D: So I could um hear him downstairs
- L: Yes
- D: Talking into a tape recorder. He also took photos and then at one stage he went back to Stream and I then rang the assessor and I said to [REDACTED]
- L: Yes
- D: That I didn't think that this fellow ha sort of picked up on all the bits and pieces because we'd gotten a Gas Gory out and he was going to put in the new hot water system for us with a loan from the community centre. Now when he came out, he said look before I put this system in he said I'm going to have a real good run over the old one and it took him about an hour. He cleaned it out, he changed parts
- L: Wow
- D: And we had a hot water system. We had hot water for the first time in three months.
- L: yeah, gosh
- D: SO it was then only came to \$412 so things like that sort of meant that there had to be a bit of communication because my initial quote was \$1,800 and that was I had put down
- L: Well I'm sure that's what you would have assumed.
- D: Yeah, and so I rang the assessor and he said look can you ring Freemans so, not Freemans, um

- L: Stream?
- D: I can never get them – their name's so
- L: (laughter)
- D: So I rang Stream and I said okay this is what's happened and it threw them into a total and utter quandary.
- L: Okay
- D: So we I said look I'll fax this bill off to you tomorrow. So we did that. We got the original here – that's the bill for the \$412 for
- L: Hot water system
- D: The hot water system and um and then I said you know who did you go about the tiles and a couple of other questions and they said what tiles? I said, no this is just not good enough. So I got on to [REDACTED] he got onto them and they sent another turkey out. But this turkey at least was a bit more informed than the other one. He knew about the tiles. He knew about the hot water system
- L: Oh that's good.
- D: Yeah but the things, you know they're leaving things off like and I know your busy [REDACTED] please don't think that I don't understand that
- L: Oh no, no yes
- D: But we were told to take the skirting board off to help dry the bottom of the plaster out and it would hopefully
- L: Assist with it
- D: Stop us from having to replace the plaster.
- L: Yeah, yeah
- D: There was no estimate of the skirting board and I told this to [REDACTED] on Thursday and I said [REDACTED] gone out and measured it all around and there's 35 metres of skirting board. Now they haven't picked up on things like that and that's the frustrating part because
- L: Understandably so
- D: I know it's not your fault because you're waiting for this information. You haven't been to this house
- L: No and I'm I appreciate you saying that because
- D: But um and [REDACTED] let me down as well because although he had the flu last week, he said DI I promise you faithfully I'll ring you tomorrow and let you know what's happening but he didn't do that and then I rang Rani and she said look I promise faithfully, I'll ring you on Monday and of course she hasn't and that all that does is it doesn't make me angry it makes me worry. But what I'm going to do now is I'm going to ring Stream
- L: Okay
- D: And I'm hoping that the upset customer and I am upset
- L: Yes, yes
- D: Can get them off their bums because they've got teams there too apparently dealing with different homes. But they've got to realise that Stream's name is not out in the media there its RACQ
- L: Exactly, exactly that's exactly right

- D: And Diane Crowton's name is been waived around Laidley because she is being such a bitch at the moment because she's upset, she's irritable and you know it's not fair and the people who are causing this are getting off scott free.
- L: I know what you're saying.
- D: So I'm going to ring them now
- L: Well look just let me reassure you that [REDACTED] certainly has contacted them on probably after she had spoken with you more or less requesting you know we can't doing anything until we get
- D: Sure, sure I understand that. But if you say you're going to ring then ring.
- L: Yeah um yeah.
- D: I go to the toilet I take the phone with me.
- L: I know.
- D: I have not been anywhere off this acre of land
- L: I'd be the same
- D: And house today without that phone in my back pocket.
- L: Oh no I would exactly the same.
- D: Yeah I haven't moved from the house
- L: It's the priority it's your priority and that's it. You need to know. You don't want to be you know thinking oh my God I've missed that call just because I was here there or wherever.
- D: Yes, exactly.
- L: Alright, well look Di all I can say is that at this point we're waiting on MYI to.. obviously we can't ring Stream direct. We've got to..
- D: No, no, look I'm going to ring Stream because I figured that at least if I say to them I can't put an end to this until you people get the paper work to RACQ and you really need to do that quite quickly because I can't see actually I can see what's holding them up. What they're doing is they're putting their putting the work that needs to be done to the house downstairs out to tender.
- L: Yes, well see they would need to do that obviously so they can get the most you know obviously we are going to base settlement on the most economical quote and whether they can depends on how the outcome is whether it can be repaired you know whether they can
- D: Why can't we do that ourselves?
- L: What do you mean?
- D: Why can't we do these repairs ourselves.
- L: Oh well you can because as I say in a lot of cases normally, in a normal businesses usual situation, we are not in that at the moment with this catastrophe but normally we would authorise Stream, okay they've got a quote from [REDACTED] and they get one from [REDACTED] – they'd go okay well [REDACTED] the most economical. We're going to instruct him to go ahead with repairs but of course the situation we're in they might not get to you for six months.
- D: That's exactly right. We can't live like this for another six months
- L: No, so that's why we still need to get the costs and then we can
- D: Of course to give you an idea
- L: So we can then settle you and then you can get on with the who ever you..

- D: Just getting the local guys or
- L: Exactly. Cause you might have someone at the ready waiting to do it.
- D: Well, we don't but because we live here and funnily enough Do you know where Laidley is?
- L: Um yes I have been there – oh years and years ago so but yeah
- D: Most people um when you say where do you live? and I say Laidley and they say where the hell's that you know.
- L: Oh
- D: And I say half way between Ipswich and Toowoomba and about 11 kilometres inland. And they think it's the end of the earth. And a lot of tradesmen look a bit like that but because it's the flood, like the gas guy that we've got out its the gas thing um those people are from Ipswich, they're based in Ipswich and that family has really come on board and they said to me look we'll get that they had him out here within 24 hours now that was unheard of and they say look, you've got our phone number if you have any problems in the future please give us a call and we certainly will do that because we are putting in another cooktop.
- L: Oh yeah
- D: It's that sort of thing that you giving you your tradesmen
- L: Exactly
- D: Rather than
- L: That work within the area that's right and giving people
- D: And plus I was at the post office at Forest Hill the other day and everybody was winging over there and they said one woman said she was in the cyclone up north a couple of years ago and she said the insurance company paid for these kind guys to come in and fix all the damage and she said the work was so shoddy and she said there was nothing they could do about it.
- L: Oh no
- D: so all that did was worry us then.
- L: Yes, I know and its different things that you hear by word of mouth I suppose and naturally they are things which stick in your mind and then you do worry
- D and it's not and listen it's not a normal household here. I'm home because I'm on a disability pension. I'm here all day long and most days except if I have to go shopping or go to the doctors
- L: Yeah have to go out yeah
- D: So I'm here and so um I think that makes me a bit of a gorilla you know
- L: (laughter) I understand
- D: I mean can you imagine that fellow walking into your place and saying oh well I don't need you now I can take over from here.
- L: Yeah, exactly, put a little bit of a sour taste in your mouth.
- D: And then you find out that he should have listened to you
- L: I know, it's the most frustrating thing and of course as you say, it's just something that you just want to come to an end and move forward.
- D: Lisa, I'm going to ring Stream now and that'll just appease me. It's certainly not going to appease you but I'm going to say to them can you please get that paperwork

- L: It's good that you can because I can't. As I say I could certainly ring them
- D: Why can't you do that?
- L: Because we are dealing with MYI direct and it's up to MYI to more or less get Stream on board and do what they are supposed to do but if you can go to straight to
- D: Well, I'm not sure I can talk to them either.
- L: You can go straight to the you know the crux of it, well good and well. Alright Diane.
- D: Alright Lisa thank you very much, you've been most helpful and I feel a little bit calmer and by looking at the clock, I've still got time to ring Stream so I'll do that right now.
- L: (Laughter) you have alright I wish you luck.
- D: Thank you mam.
- L: Bye

JJD10096653 4066959v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 10:41 am to 10:43 am

Date: 29 April 2011

Place of interview:

Parties present: Diane Cecelia Crowton (DCC)

[REDACTED] (S)

[REDACTED] (F)

Key: [UI] = unintelligible

[IA] = inaudible

--- = interrupted speech, or speech peters out

S: Welcome to Claim Services, you're speaking with [REDACTED]. May I start with your policy or claim number, please?

DCC: [REDACTED] my policy number is [REDACTED]

S: Thank you. Are you looking at lodging a new claim today?

DCC: No.

S: You've got an existing claim with us?

DCC: Yes.

S: Okay. I'm just searching those details now. I won't be a moment.

DCC: Thank you.

S: Can I confirm your full name, please?

DCC: Diane Cecelia Crowton. [REDACTED] Cobblestone Lane, Laidley Queensland 4341. Phone: [REDACTED]

S: Thank you. How can I help today?

DCC: I'd like to speak to someone dealing with this claim, please.

S: Okay. Won't be a moment.

F: Household Claims [REDACTED] speaking.

S: Hi [REDACTED] it's [REDACTED] from teleclaims. How are you going?

F: Good. How are you?

S: Good, thanks. Can I give you a claim number, please?

F: Can you hold on one minor moment?

S: Yeah, when you're ready.

F: Won't be a sec. Okay, I'm ready to roll.

S: Okay. So it's [REDACTED]

F: Dianne Crowton.

S: Yes, she's hoping to speak with her claims officer in relation to her claim. That's kind of all I got out of her.

F: Ok. Pop her through. I'll see if I can help her.

S: Thanks. Bye.

F: Thanks.

JJD10096653 4066943v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 9:47 am to 9:52 am

Date: 9 May 2011

Place of interview:

Parties present: Dianne Cecelia Crowton (DCC)
[REDACTED] (M)

Key: [UI] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

M: Welcome to Claim Services, my name is [REDACTED] Can I start with your claim or policy number?

DCC: Policy number is [REDACTED]

M: Are you wanting to lodge a new claim?

DCC: No.

M: Sorry, my computer is going a bit slow.

DCC: It's Monday.

M: It is. Okay. Okay. What was the loss date? Is this January?

DCC: Yes. I think it was the 4th of January. I think.

M: Who am I speaking to, please?

DCC: Diane Cecelia Crowton.

M: And your address and date of birth, please?

DCC: [REDACTED] Cobblestone Lane, Laidley Queensland 4341. [REDACTED]

M: Okay. Thank you for that. All right. So that's for flash flooding. All right. So you need to be transferred through to the Household Team E. I can do that for you now.

DCC: Thank you.

M: Won't be long. I'll just try that again, I couldn't get through.

DCC: Okay.

M: Okay. I am still unable to get through to them. I'll need to send an email to get them to contact you. Just bear with me for a moment. What's the best contact number for you during business hours?

DCC: [REDACTED]

M: Okay. So is this just a progress - you want to find out what's happening with it, or is there something in particular you want me to put in here?

DCC: It's just to find out whether we can get some straight answers, whether the girls who promise to ring us back - why aren't they doing that? You know - a few things. Generally speaking, communication. You're talking to an upset householder.

M: Sorry?

DCC: You're talking to an upset householder.

M: Right. There's quite a few of those around at the moment.

DCC: There are, and feel sorry for them.

M: Okay. I'll send that and put a copy of that on to the file to show that it's been done.

DCC: No, it needs to go to somebody to say please ring back.

M: Yeah, it has, but we also then do a copy of the email that we've sent to show that it has been done.

DCC: So what are they doing? Are they just not answering their phones?

M: No, it's an engaged signal. So it's just - yeah, can't get through at the moment.

DCC: What if we suggest I ring back?

M: Well, it's hard to say because they just go through periods - you might get through straight away when you call ---

DCC: But if you've sent them an email ---

M: --- and then 5 minutes later you can't get through. Or - basically, they have someone who will be going through emails and doing - arranging call backs. When the email is sent they would say that would be back - they'll be in contact with you either today or tomorrow.

DCC: Okay. Who am I speaking to?

M: [REDACTED]

DCC: [REDACTED] Okay. Thanks [REDACTED]

M: Not a problem, thank you.

JJD10096653 4067122v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 8:47 am to 8:49 am

Date: 10 May 2011

Place of interview:

Parties present: [REDACTED] (LH)

Diane Crowton (DC)

[REDACTED] (KS)

Key: [UI] = unintelligible

[IA] = inaudible

--- = interrupted speech, or speech peters out

LH Welcome to claim services. This is [REDACTED] Can I please start with a policy or claim number?

DC Mia, is it?

LH [REDACTED]

DC [REDACTED]

LH Yes.

DC Leah, policy number is [REDACTED]

LH Okay. Now, is this in relation to a claim you already have in?

DC Yes.

LH Okay. And if I could please have your full name?

DC Diane Cecilia Crowton. [REDACTED] Cobblestone Lane, Laidley Queensland 4341. Phone [REDACTED] Date of birth [REDACTED]

LH Thank you very much for that.

DC Did I miss anything?

LH No, thank you.

DC Good.

LH All right. What can I help you with today?

DC Leah, I got a letter from Stream Build Assist ---

LH Yes

DC --- and I need to speak to somebody who has been dealing with our claim.

LH Okay.

DC They were going to ring us back yesterday or today. Didn't ring us back yesterday and were probably planning to do it today, but I need to speak to them now.

LH All right. What I'll do is I will see if I can get them on the phone for you.

DC Thank you.

LH So I won't be a second.

KS Good morning. You're speaking with [REDACTED]

LH Hi [REDACTED] It's [REDACTED] from claims. How are you going?

KS Good, thank you.

LH That's good. Can I give you a claim number, sorry?

KS Sure.

LH [REDACTED]

KS For Diane Crowton?

LH Yes. I've got Diane on the phone again. She said that she needs to speak to somebody now. She can't wait for the call back.

KS All right. I'll need to transfer her through, but that's Okay. If you pop her through, I'll talk to her about that.

LH All right, excellent. Thank you. Bye.

JJD10096653 4065952v1

Transcript of interview between [REDACTED], Diane Crowton and [REDACTED]

Time: 8:48 am to 8:50 am

Date: 10 May 2011

Place of interview:

Parties present: [REDACTED] (KS)
[REDACTED] (LH)
Diane Crowton (DC)
[REDACTED] (DW)

Key: [UI] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

KS Good morning, you're speaking with [REDACTED]
LH Hi [REDACTED] it's [REDACTED] from claims. How are you going?
KS Good, thank you.
LH That's good. Can I give you a claim number, sorry?
KS Sure.
LH [REDACTED]
KS For Diane Crowton?
LH Yes. I have got Diane on the phone again. She said that she needs to speak to somebody now. She can't wait for the call back.
KS Okay. All right. I'll need to transfer her through, but that's Okay. If you pop her through, I'll talk to her about that.
LH All right. Excellent. Thank you. Bye.
KS Are you there Diane?
DC Yes.
KS Hi. You're speaking with [REDACTED] in household claims.
DC Yes.
KS Your case manager is on a different team, so what I will need to do so that you can get the information that you require is forward you through to that team. I can't promise you it will be your case manager specifically that you will talk to, but it will definitely be someone in that team that may be able to answer your questions for you.
DC Terrific.
KS So if you can just bear with me for two seconds ---
DC Okay.
KS --- and I'll just transfer you through. Won't be a minute.

DW RACQ home claims, this is [REDACTED]

KS Yeah, hey [REDACTED] [REDACTED] here. I've have got a lady on the phone that needs to speak with somebody in your team in regards to claim progress and she needs to speak to somebody, sort of, as soon as possible she said. Claim number is [REDACTED] and that is for Diane Crowton and I have Diane on the phone.

DW Okay. All right, I'll have a chat to her.

KS Okay. I'll pop her through.

DW Thank you.

KS Here she comes.

JJD10096653 4066214v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 8:49 am to 9:09 am

Date: 10 May 2011

Place of interview:

Parties present:

[REDACTED]
[REDACTED]
Diane Crowton

Key: [U] = unintelligible

[IA] = inaudible

--- = interrupted speech, or speech peters out

DW: RACQ Home Claims, this is Dale.

KS: Yeah, hey [REDACTED] here. I've got a lady on the phone that needs to speak somebody in your team in regards to claim progress, and she's needing to speak to somebody, sort of, as soon as possible she said. Claim number is [REDACTED] and its for Diane Crowton.

DW: Okay.

KS: And I have Diane on the phone.

DW: I'm just having a quick read. Alright, I'll have a chat to her.

KS: Okay. I'll pop her through.

DW: Thank you.

KS: Here she comes.

DW: Hello, its [REDACTED] here.

DC: [REDACTED] is it?

DW: Yes.

DC: [REDACTED] I'm hoping you can help me.

DW: Okay. Sure.

DC: Please tell me you can. Okay. Yesterday I received a letter in the mail dated 06/05 and it was - it has on here "Reclaim authorisation number" and that's obviously the stream authorisation number. "Please be advised that we act on behalf of your insurer, RACQ Insurance Limited, to assist in the management of your abovementioned claim." Now, on the back of this is attached another three sheets outlining what a builder would see would be something that's quite easy to read, but I'm the homeowner, so we certainly don't give the homeowners too much information because otherwise they may start asking questions. So, that's how this form is coming across to me. Now, it's the overall cleaning of the tiles and the grout downstairs in the house.

DW: Yeah.

DC: And when I rang Stream to clarify this and when it was happening, I was told that this is the only part of downstairs that has been authorised by RACQ to be attended to. There was no building works, nothing else.

DW: Okay.

DC Right. So can you look into my file and find out why that is so? Like, we've got doors that are permanently jammed because they sat in the water for too long, broken glass - lots of other things that we thought that the inspector who came out to see the house would have put down as part and parcel of the whole repair job, but that's not in these sheets here, and according to Stream, what's in these sheets here is all they've been authorised to deal with.

DW Right.

DC It sounds a bit strange, doesn't it?

DW Okay. So there's obviously damage to the flooring. So that's all fine. You're happy with that, yep?

DC Yeah.

DW Yeah, and then there's also damage to the walls?

DC Well, you should have a report. You should have a report on my file. If you bring it up on your computer ---

DW Yes, I just wanna just check through, but I just want to just find out as well from your perspective what you're also wanting covered.

DC Sure

DW So doors, was it?

DC Well, the doors are all jammed ---

DW Yep.

DC --- you know, because they sat in the water for so long.

DW Yeah.

DC The smell, finally, about a week ago seemed to just disappear. The exterior tiles where the silt came in up underneath the tiles and washed away part of the glue that held them there and made the whole area hollow, so that when you walk on it the tiles just break - so the whole lot of the outside tiles are just going to have to be taken up. We're not going to put tiles back down. That was advised by the builder. He said "I wouldn't put tiles back down here". So we would then just paint that area, but those tiles are going to have to come up and it's going have to be done properly and - what else was there? The hot water system, we've got that fixed. It didn't have to be replaced, thank goodness and - I can't think of what else.

DW So the main thing would be that they haven't addressed is the doors and the hot water system?

DC No, I just said to you we got the hot water system fixed. Didn't you hear that?

DW Yeah.

DC Yes, we got that fixed, so that's off the list, but it was on the list.

DW Yeah, okay.

DC We asked them about the plaster, whether the water had come far enough up the plaster for the plaster to have to be taken off. We didn't get a report from Stream as to what they were looking at, so we don't know whether they attended to that. We were advised by a builder friend a couple of days after the floods to quickly take the skirting boards off because that would allow the plaster and the woodwork behind the plaster would help it to dry if there was any gap there. So we took up 35 metres of skirting board.

DW Yep, okay.

DC Where is that?

DW Right. Sorry, yeah, now I understand. I thought you'd - they'd said or something - you were under the impression they weren't going to cover it, but you just want to find out. There's actually quite a large report on file from Stream that's actually ---

DC Because we got the first fellow that came in didn't - I went back to the assessor and said - look, he just introduced himself and said "I don't need you" and sent me away. So I said "The report's gone through" and he hasn't put any mention of at that time the hot water system, which we couldn't get working. We were without hot water for two months, and we finally borrowed some money to replace the hot water system and got a company to come out, but thankfully for us, the guy who looked at it said "How about if I give this old

one a service first and see if we can get that going" and I said "Go for it". He got the thing going, just cleaned it out, replaced some parts, so that came off anyway, but the exterior tiles on the outside, he hadn't mentioned those. So I went back to the assessor from Freemans and I said "Look, guys really seem to be walking around with their eyes shut. Do we have to replace the plaster or what do we have to do?" And he said "Look, I'll get back to the company" and then they sent out what they said was a senior investigator. He was as bad as the first one. So we just sat with our fingers crossed that he looked at the overall situation and at least came up with some of the things that the first one hadn't.

DW Yeah.

DC Do you know what I mean?

DW Yeah.

DC And, sorry, who am I speaking to again?

DW May name's Dale.

DC Dale. Dale, if we were in the financial position to do some of this work ourselves, we would have done it, purely to be able to get back downstairs, but we don't have that money. We're relying on you, and we can't get back downstairs until some of this work's done.

DW Yeah. Okay. I just want to check something on the report. Do you mind holding a quick moment?

DC Sure.

DW Thanks. Thanks for waiting.

DC That's okay.

DW Yeah. Probably the best thing is going to be - I'm going to have to read over the full details of the claim, because the reports provided by the loss adjuster address quite a lot of things, and it's probably going to be more than I can address in a phone call here and now. So I want to - yeah. There's a whole lot of things that they've put in the report that, I guess, I want to have a chat to them about as well. So what I might do is have a read - and I've got another one actually, that, just as you rang, I'm reading through and it's very similar to your claim. It's got a lot of - yeah, a lot of different items being claimed.

DC It seems to me it stands at this: this person who is dealing with this job at Stream posted the letter and then took the day off.

DW Right.

DC So she's not there. So I can't speak to her, but there is a girl there - excuse me - there is a girl there that I said I would get back to after I had spoken to you, because I'm basically saying to them, is this the only job you're doing for the insurance company and she didn't know, and I said "Should I sign this letter that then allows the company that they've hired to clean the tiles and the grout downstairs to come in and do the job or do I do something else about this?" This is what I really need to know now, and I don't want you to give me the whole report. What I really need from you is is there more than just the tiles being done?

DW The report that I've received addresses everything.

DC Thank goodness.

DW Yeah, its three pages long. It's, you know, very detailed.

DC Look, I can send you the coffee if you need to sit down and have a cup of coffee and read it, but, obviously, you've now got another one coming through.

DW Yeah, that's what I'm saying. Yes, I was already in the middle of one, and I'm writing ---

DC Are you? Look, I'm really sorry about that.

DW No, that's fine, but - yeah, that's what I thought.

DC But they did promise to ring me back today and they haven't done it, so it's not your fault.

DW Yeah. No, that's fine.

DC It's whoever's in my team - it's their fault.

DW Yeah. Okay. Alright. Well, I'll - yeah. I'll have a read and then I can give you a call back.

DC And when will that be?

DW Well, today.

DC Today.

DW Yeah, so probably likely to be this afternoon, obviously. But – yeah, I'll - I've got a few things to do this morning as well but I'll try and get through this and ---

DC And you're the only person that can do this in there?

DW Well, any of us can read through it, but – yeah. So we're kind all managing the claims at the moment that are in the group here, so ---

DC And please – look, there is something that I need for you to know.

DW Yes?

DC I understand what you guys must be up against, I really, really do.

DW Yep.

DC Because if your dramas are anything compared to mine, I feel sorry for you. I really do.

DW Yeah.

DC But we are friends. The insurance company and myself, we are friends. It's the other people that have to be involved in this, mainly Stream and Freemans, who aren't being as clear as they could be, that are putting the "fly in the ointment". Do you know what I mean?

DW Yep.

DC It's not been as smooth running as it could be because of that ---

DW Yeah.

DC --- which is why I'm now badgering you because they're not giving me the information from the other end. So - but when you say this afternoon, you don't mean 4 o'clock, do you, because that's the end of the day for everything.

DW Yeah. Well, yeah. I'll try and do it early afternoon, so – yeah.

DC So you can't - so nobody can do it this morning?

DW Well I'll try, but I just want to - I don't want to promise that I'm going to do it this morning, because - yeah, because if I can't meet that, then I don't want to say I can do that. Like I say, I'll have a look at it this morning, but I just want to actually get in contact with you and call you back with the answer - I just want to give myself until this afternoon.

DC Okay. And – look, please forgive me, but what is your name again?

DW Dale.

DC Dale. Sorry about that Dale.

DW That's okay.

DC Okay Dale. I just feel I've been left here on my own for another damn day now, but ---

DW So you want to get that cleaning organised, is that the main thing for the tiles?

DC No. Look, I can live with the not cleaning. We've lived with it this long, but what I need to know is - I'm not going to let these people to come in and clean the floors if I find out that that's the only job that's being done or being covered by the insurance company, because if that's the case, then, you know, this will have to go somewhere else before its agreed upon. Do you know what I mean? I can't take this to, say, for instance, to a solicitor and say, well, okay, "Well, look, I let them do this" and he said - and then you will say "Why did you do that? If they're not covering the claim as you see it, then you should have some input before its finalised."

DW Yeah.

DC Do you know what I mean? And that makes sense to me.

DW Yep.

DC So I can't finalise - if I can't, in my mind, finalise what you guys are doing and yes, you are going to have the doors fixed up and the plaster ripped off or, you know, tell me what you are going to do, then I'm not doing the right thing. I'm not a control freak. The fact that somebody is coming in and is just going put this right and shut the doors and say "There you go" and say goodbye, I'd be thrilled to bits ---

DW Yep.

DC --- but it's not looking that way. So I'll hear from you this afternoon?

DW Yes.

DC Dale, thanks.

DW Alright. Thanks for your time.

DC Ciao.

DW Okay, bye.

JJD10096653 4066078v1

Transcript of interview between Diane Crowton and [REDACTED]

Time: 16:27pm to 16:30pm

Date: 10 May 2011

**Place of
interview:**

Parties present: [REDACTED] (BD)
Diane Crowton (DC)

Key: [UI] = unintelligible
[IA] = inaudible
--- = interrupted speech, or speech peters out

BD: Welcome to Claims Services, this is [REDACTED] Could I start with your claim number or policy there, thanks?

DC: Yes, policy no. is [REDACTED]

BD: Thank you. Are you wanting to lodge a new claim or is it in relation to an existing claim today?

DC: Existing claim.

BD: Okay. And your name?

DC: Diane Crowton.

BD: Just your address and date of birth, Mrs Crowton?

DC: [REDACTED] Cobblestone Lane, Laidley Queensland 4341. Phone [REDACTED]

BD: Thanks for that.

DC: Okay.

BD: I'm just bringing up the claim there for you. Now, a storm one. Okay. How can we help you on this one?

DC: There was a fellow that I spoke to on this number today. His name was [REDACTED]

BD: Right.

DC: He promised to ring me back before 4.

BD: Right.

DC: Can you please see if he's still there?

BD: Okay. Okay. Sorry, I'm just trying the line there. I won't be too long.

DC: Thank you.

BD: RACQ Home Claims, this is [REDACTED]

[REDACTED]: [REDACTED] here. How you going?

[REDACTED]: Good, thank you.

BD: I've got an insured asking to speak with you because she said she was expecting a call back before 4. You probably know who it is. [REDACTED] ---

[REDACTED]

BD

[REDACTED]

[REDACTED] --

[REDACTED]

Yep.

BD

--- 60.

[REDACTED]

All right. I'll have a chat to her.

BD

Okay, thank you. Bye.

[REDACTED]

Thank you, bye.

JJD10096653 4066102v1

Transcript of Telephone Call between [REDACTED] (RACQI) and Diana (Stream)

Time: _____ am/pm to _____ am/pm

Date: 12 May 2011

Place of interview: _____

Parties present: [REDACTED] (DW)
Diana Pollok, Stream (DP)

Key: [U] = unintelligible
[IA] = inaudible
... = interrupted speech, or speech peters out

DW: RACQI Home Claims, this is [REDACTED]

[REDACTED] Hi [REDACTED] it's [REDACTED] can I transfer Diana from Stream through.

DW: Yeah, sure.

[REDACTED] Okay, thank you.

DW Hi, [REDACTED] here.

DP Hi [REDACTED] it's Diana from Stream.

DW How are you going?

DP Not too bad, except for Diane Crowton.

DW Okay.

DP I had a long talk to her this morning, um, now I just want to check with you, do you recall your discussion with her?

DW Ahhhh, yes.

DP Yeah, she has said that you have said that you've got to review the file because.. because of some discrepancies, um, I just thought I'd try and, you know, if possible sort out with you what these are, see if I can help in any way because, she wants to know if the claims going to be denied, fine, she's already been offered money from the flood relief fund, so ... she just wants to get it sorted out. What is the nature , like what are the... when you say discrepancy, what do you mean by that?

DW Can I just, I want to make sure I finish this claim that I'm working on.. I'll just be two seconds. I've got to double check it, then we can have a look so...

DP Yeah, sure.

DW Looks like its good. Do you have her claim number there?

DP Yeah, its [REDACTED]

DW Okey dokey.

DP And I take it that it's after your having looked at the report from [REDACTED] at Freemans?

DW Yeah, so, and you've seen that report?

DP No. I sent our reports off.

DW Yeah

DP And I'm well aware of the state of the house. Um. However, I don't know what he reported to you.

DW Yeah.. it's well we've got a copy of your report. I think I mainly just went off their report because that had extracted all the information from your report

DP From ours.

DW And basically made a report as well out of that. So basically, I guess at the end of the day there's not enough information to make a decision I guess, what I did was I had a read over it and sort of felt well I'm going to have a conversation with somebody, I guess I have my opinion, but I.. with some of these you like to get somebody else's opinion.

DP Of course, yeah.

DW I've got one of our other experienced guys to have a read over. What he suggested was that we got a.. one of our internal loss adjusters to attend to the property and provide I guess an impartial report, but also some perspective of the policy as well as a building consultant.

DP Sure.

DW Just to find out whether we could cover it. I spoke to my supervisor he said, do that, so I sent an email to the lady in here, cos I don't normally do that and I haven't been here that long, like I.... not like I don't know insurance, but just our process as well.

DP Okay. Are you new to insurance itself?

DW No, that's what I'm saying, I'm not, no. I've been in insurance.

DP Just RACQ?

DW But just here for our processes. Yeah. So he said email this lady and request that. So I emailed her, the email went around the world came back to me saying talk to... I don't know if you know [REDACTED] here, she's the ...

DP No.

DW She's the event manager I guess. She came back to me and said we don't do that... and oh, before that I.. once I received the instruction from my supervisor saying that's all we're going to do, told the insurer that we are gonna get somebody to attend and she's like, oh great that'll be good.... And she said when will that be, I said, I don't know but they'll call you and let you know, so yeah... and then I've gone around and then the operations manager came back to me and said we don't do that, sent an email to my supervisor saying, you know, [REDACTED] has said we don't do that – what do you want me to do?

DP What are we gonna do .

DW That's where its sitting now and you're ringing me.

DP Okay, I've got a couple of things here. Number 1, which I wasn't aware of, the lady said that, I think they've lived there, oh what's she say, 10 years or something and there is a creek, I think she said about 60 metres away and that this property has flooded a number of times over the years, but just never claimed for it, this is the first time they've made a claim.

DW Okay.

DP So, apart from the flood issue, I am thinking that perhaps the ground, the soil, is moving which is making the foundation move, which could be allowing the building to move. I know the... our consultant said for example, they bought these odd size doors and then, I think it was the people before her, but anyway, odd size doors and then had to construct frames to suit ... sorry buzzing my phone... turn that off.... They had to construct these odd frames and now you've read all the report and everything, but I'm wondering like, I know you gotta be very cautious before denying a claim, you really gotta be certain of your facts. I wondering if it would be worthwhile sending an engineer out to report on the state of the soil, the state of the building construction wise, she's telling me that at the time that it was built it did conform with building code requirements at the time, even though it doesn't now.

DW Yep.

- DP Do you think it's worth spending the money to get an engineer to look at the soil movement, the building movement and the construction issues?
- DW Yeah, well I guess you're right in saying that, yeah because there's that issue, if we've got to try and get, you know, definitive answers on everything, so, you know, either if related to a claim, obviously with the insured, you've spoken to her and she's probably...yeah, I don't know what words to use to describe her, but you know to try and get accurate information and things like that, it's a bit hard because she can tend to go on sort of tangents and things, so it's hard to drum it all down.
- DP Yeah.
- DW The other main concern with me looking at this one is the fact of basically, you know, somebody, you know, if they do, I'm not saying for this, but somebody just builds a dodgy thing and we're forced to cover it, but then we have to go build them a.....
- DP You've got an order to comply with current building codes.
- DW Yeah, yeah.
- DP She ends up with complete rectification of all the shoddy work and basically crap.
- DW Yeah.
- DP The other reason an engineer would be that prior to offering renewal on that dodgy house again, he could make recommendations as to works they have to take out in order for you to continue the level of cover that you've got for them.
- DW Yeah, that's right.
- DP Alright, well so, maybe you could, who did you say it is, [REDACTED]
- DW [REDACTED]
- DP She's your team leader?
- DW She's not the team leader, she's the operations manager, so she doesn't normally get involved in it.
- DP Oh.
- DW Because of that internal loss adjustor thing happened.
- DP Okay, okay.
- DW She got involved, but ...
- DP Okay so, well, I mean this is your call, but that's just a suggestion, so that if anything is to be denied its backed up by, not just our consultant's opinion, as she sees it, and the loss adjuster opinion's is actually you know an engineer, so.
- DW Yeah, just reading the report, like, it seemed to come like just, from reading it personally, it seemed to maybe come a bit from a building perspective, which is fine, but we need to look at it from an insurance perspective and also it seemed to come maybe from an outcome, like a lot of reports we can get which isn't helpful sometimes is that somebody will take an outcome on face value and they'll go and put, you know, the story behind it to support that outcome, where ...
- DP Yeah, I hear what you're saying.
- DW The good thing with an engineer is that they'll go through in a thorough way and they'll start from their base and then go and lead us all to an outcome...
- DP They'll report how it is rather than.... Yeah,
- DW Yeah.
- DP Cos I know our guy that went out used to be a building inspector for a council.
- DW Yeah.
- DP And definitely, you know, he really annoyed the customer because he kept pointing building things that were nothing to do with the area that was to be assessed and like I said I'd put that to his manager, you

- know..
- DW Yeah.
- DP So anyway.
- DW Yeah, and that probably explains, and yeah, that may be, I guess that supports what I'm saying that it maybe it was from a building perspective and not also an insurance perspective as well, which, you know, we need to look at as well.
- DP Yeah, cos I main, there's big drainage issues as well, because the... there's not sufficient drainage as is required because the lay of the land directs all stormwater towards it, so... you know there's for future insurance, you know, underwriting issues and then there's you know what you gonna cover and what you're not.
- DW Yeah.
- DP And how you can cover it.
- DW Yeah.
- DP You know, what how you can do it without her obtaining betamins and all the rest.
- DW Yeah exactly, so how, I mean do you know how much of it is, like the door for example, so say we'll just take just the door, so they've had out of shape door in there and they're gonna a and replace it with a brand new fantastic door, how much of the claim is like that? That will lead on to, if we're going to accept the whole thing and pay for the whole lot.
- DP Well that's the trouble you can't just replace the door, because the frame is out of, you know, it's an odd shaped frame, the previous odd second door, so you then have to construct a new frame.
- DW So how much of the claim is like that?
- DP Oh, um.. I haven't looked at this one for a little while. Just need to get out of the.. Where are we,
- DW Because the other thing we gonna look at down the track is like if we don't accept the whole thing and we need to accept a part, is that we have to get into some sort of dialogue with the insured to maybe come up with some negotiation.
- DP Sigh, yeah. I know that, I mean no repairer is going to, like, you're saying well we won't do the repairs because that... say for example if we did external patio tiles, the whole, it would have to be releveling of the slab and you know, huge costs there.
- DW Ummm
- DP If you cash settled, well they're not gonna get it done properly.
- DW Yeah.
- DP Ah, shoot, hang on, let me have a look, um... to remove lower floor bottom plaster sheeting throughout although we couldn't see any damage. She claims that there was damage to the walls, but we couldn't see it, our consultant couldn't... doors and joinery \$8,700, \$9,800 for the patio rectification work, umm. I remember I just, because I spoke to our consultant I think he mentioned that they paid something like \$50 each of those odd doors at auction and I don't know, we'd have to... I'd have to get his advice... I need you to tell me what items you might consider and what you need to know to consider a cash settlement.
- DW Yep, okay.
- DP And then I can get a consultant to decide that.
- DW Yeah, cos... what was I gonna say, what was I going to say what were we talking about?... Oh yeah, she ... regarding the water damage evidence is she'd removed a lot of the skirting, that was damaged, so there may not be a lot of that...
- DP Skirting? Yeah, he couldn't see any damage to the walls, like any sign that... of water. You know how often... you know most of these houses you can see the level of the water that went through, so he couldn't see any marks there and couldn't see any sign of mould or anything, um.
- DW Yeah, cos that would be a big call for us to say water didn't even come into the property.
- DP Yeah, I know, well, yeah somebody..... oh well, who knows the tiles were... anyway, look, I mean, the place

was flooded before

DW An engineer might be able to....

DP Yeah, that's, I really think the best way to sort it out is to get an engineer to address the, you know, the soil movement, how long has that been going on, um, you know, what it has resulted in in this last storm, or was it prior to the storm, had it been going on, um yeah.

DW Yeah.

DP What rectification work should be done from an underwriting perspective for future renewal, and whatever the other... I think I said one other thing. But I need your instructions on that.

DW Yeah, that would be good, yeah.

DP Do you want to have a think about it?

DW No, no we'll do that.

DP You wanna do it? Can you send me an email confirming that, cos I've gotta have your written.... authority to that on our file.

DW Yep. Alright I'll do that.

DP I'll give you my direct email.

DW Okay, yep.

DP Yeah, its [REDACTED]

DW Okay and I'll just mainly have a discussion here to find out how we may go with, yeah, that issue I was talking about, rebuilding and everything.

DP And the future, yeah, like we really need to see what really has been damaged by the storm, what's required to fix it, or if we're to offer a cash settlement based on them doing the stuff themselves, like say, they bought the doors second hand, what was that work, you know.

DW Yeah.

DP Right, well you've gotta sort that out and you give us your instructions on that, but in the meantime, I'll get the engineer organised and take it from there.

DW Yeah. Alright no that's sounds good well, so she, not so happy, but yeah we've spoken to her and she's obviously, well you'll obviously confirm that with her when you talk to her.

DP I will, I will.

DW That talk is gonna happen and then yeah, cos I haven't had a response on that thing, so I'll just cancel that internal suggestion process that we were following up.

DP Alright.

DW If she's happy, then hopefully we can get some sort of outcome.

DP Yeah. Okay.

DW I'm glad you were able to get involved and help out with that, that's good.

DP Yeah well to my detriment, but anyway. I just wanna get a resolved you know.

DW Exactly yeah.

DP Let's settle it, deal with it, yeah. Okay, alright cool thanks Dale.

DW Thanks a lot for your call.

DP Okay Bye

DW Bye

JJD10096653 4069740v1

Transcript of interview with Dianne Cecelia Crowton and [REDACTED] (RACQ)

Time: 15:03 - 15:06

Date: 20 May 2011

Place of interview:

Parties present: Dianne Cecelia Crowton (DCC)

[REDACTED] (RACQ) (L)

[REDACTED] (L2)

Key: [UI] = unintelligible

[IA] = inaudible

... = interrupted speech, or speech peters out

L: Welcome to Claim Services, this is [REDACTED]. Can I please start with a policy or claim number?

DCC: Which would you prefer?

L: The claim number?

DCC: Ok, claim number [REDACTED]

L: And your full name please?

DCC: Dianne Cecelia Crowton. [REDACTED] Cobblestone Lane, Laidley Queensland 4341. Phone [REDACTED] Date of Birth [REDACTED]

L: Thank you very much for that.

DCC: Not a problem.

L: Now what can I help you with today?

DCC: Ok, I'd like to speak to somebody who is handling our claim, please.

L: Yep, not a problem. I'll see if I can get them on the phone for you. Won't be a moment.

DCC: Do you want the policy number?

L: No, I've got it all in front of me.

DCC: Ok, thank you.

L: Thank you.

L2: Household Claims, Lisa speaking.

L: Hey Lisa, it's [REDACTED]. How are you going?

L2: Not too bad, and you?

L: Not too bad.

L2: That's good.

L: Can I give you a claim number?

L2: Yeah, just a sec. Just closing of this claim and

L: Yeah, sure.

L2: Ok, alrighty. Yep.

L: Ok, [REDACTED]

L2: Dianne Crowton?

L: Yep, I've Dianne on the phone. She was wanting to discuss the claim, but she requested to be put through to somebody who is dealing with the claim.

L2: Well any one of us can deal with the claim. I mean, this is her case manager that she doesn't necessarily have to umm.. let me just read Dale's last note ..[mumbling]. Ok, you can pop her through.

L: Alright, thanks [REDACTED] Ok, bye.

JJD10096653 4067195v1

Transcript of interview with Dianne Cecelia Crowton

Time: 3.05pm

Date: 20 May 2011

Place of interview:

Parties present: Dianne Cecelia Crowton (DCC)

Key: [UI] = unintelligible

[IA] = inaudible

... = interrupted speech, or speech peters out

L2: Household Claims, [REDACTED] speaking.

L: Hey [REDACTED] it's [REDACTED] How are you going?

L2: Not too bad, and you?

L: Not too bad. Can I give you a claim number?

L2: That's good.

L: Can I give you a claim number?

L2: Yeah, just a sec. Just closing of this claim and I'll be with you in a moment.

L: Yeah, sure.

L2: Ok, alrighty. Yep.

L: Ok [REDACTED]

L2: Dianne Crowton?

L: Yep, I've Dianne on the phone. She was wanting to discuss the claim, but she requested to be put through to somebody who is dealing with the claim.

L2: Well any one of us can deal with the claim. I mean, [REDACTED] is her case manager that she doesn't necessarily have to um. Let me just read Dale's last note. [mumbling to herself] Ok, you can pop her through.

L: Alright, thanks [REDACTED] Ok, bye.

L2: Hello? Is that Dianne?

DCC: Yes it is.

L2: Hi Dianne, it's [REDACTED] here in Household Claims. Look, just to let you know [REDACTED] is your case manager so she'll be looking after the claim. It's just any one of us in the Flood Team here can, you know, answer any questions you have. So last note on the claim does say that we've been more or less that we've been speaking with Stream who are the builders, and that we are to appoint an engineer basically to, you know, provide us with a report as to, you know, what's actually happened there at your property.

DCC: Makes a lot of sense.

L2: Ok. Now that was on. That has gone up to our manager and she is certainly concerned that it is you know...

DCC: [REDACTED] I got it all in front of me here.

L2: My name's [REDACTED].

DCC: Sorry, [REDACTED]

L2: That's ok.

DCC: [REDACTED], the reason that I'm ringing you that the engineer, we've got an appointment. He's coming next Thursday but that is not a problem, and probably the best news we've had to date.

L2: To date

DCC: That you're actually sending an engineer and not somebody who thinks they know what they're doing.

L2: Ok, excellent.

DCC: And truly thats exactly what it has come down to.

L2: Yeah.

DCC: I have...if you could please make note on your computer about this.

L2: Sure.

DCC: I had a phone call yesterday from Freemans.

L2: Yeah.

DCC: Now the last time I spoke to people, I spoke to a fellow called Dale.

L2: That's correct, yes.

DCC: And Dale said to me that they...that you didn't have a list of the contents that we were claiming for.

L2: Ok.

DCC: And we found that very strange because it's been quite a long time since that left...that list had gone to Freemans. Now I rang Freemans. This was actually the date that I got the letter, I think on the 11th of May and they said 'no, no, no the claims gone to RACQ', so in other words what was happening in my mind was that they were trying to make out that you guys were the bad guys because yesterday I got a phone call from a girl called Carol at Freemans saying to me that three items on the list that I had made out for the assessor didn't have prices on it.

L2: Ok.

DCC: So they still do have it.

L2: Yeah, cause I was gonna say that's exactly, because what happens is yeah, either you provide the list to them way back in the beginning or during the course of, you know, the claim. They then gather all that information together, make sure that we got amounts for the list. Obviously we need to justify well, you know, what was that washing machine worth on today's market, for instance. We don't expect everyone to go and get quotes for every individual item and then have a, you know, a huge loss or anything like that.

DCC: Yeah.

L2: So as long as we got amounts, that are, you know we look at them and go 'yes that's reasonable'. They then recommend settlement to us in a report.

DCC: Yes.

L2: Basically saying ok, this is the amount of all the items we recommend settlement to the insured with their excess or however it works out. We then contact you and say ok this is how much we are about to pay you for your contents, so it looks like to date we haven't received that.

DCC: No. And they denied when I rang them on the 11th that they still even had the list. So this girl Carol yesterday was asking me for prices on things like the donnas and the tiles, and the hot water system, and I got that list literally, sort of, overnight because Freemans rang me back early January and said ok, I'm coming out to have a look at the stuff. 'Can you please do me a favour and write down individually what it was you had lost' and I said yep, I can do that. I only...it's been written on a piece of coloured paper. Pink, I

think.

L2: Sure, yeah.

DCC: And I gave it to the guy. He came the next day and he said 'yep, that's great.' But in the meantime I've realised that the tiles don't belong to the contents, they belong to the building.

L2: Building. That's right.

DCC: The hot water system doesn't belong to the contents, it belongs to the building.

L2: You're quite right.

DCC: I'm becoming...I could just about apply to you for job.

L2: I reckon you could apply for a job here.

DCC: Yes? Anyway, I'm kind of becoming a little bit more familiar with when people say "aww boo who, this has happened here and that's happened there", I can actually say to them no, you've got it all arse about because the insurance company is not the one that's coming out and assessing the damage...and it's an assessor that they have hired to do just the job for them and I'm becoming quite authority with it. But what she did say to me was, which I found concerning, was she said that most of the things on the list or a lot of the things on the list exceeded \$200 and the policy was that if you had something that exceeded \$200 you must have two quotes.

L2: Oh, for heaven's sake.

DCC: But the point is I said to her I had twelve hours to get this list and costings together. I was ringing Target, Pillow Talk, Bunnings, you know just to give you some idea of how much these things cost because obviously you weren't going to have the time to do it.

L2: No.

DCC: But the things that I couldn't get I rang through the company's leaving messages on the answering services and they just don't ring back so I said to her in the middle of a flood usually that's happening because either the person who owns the answering service has lost their business and they're trying to do things or they're doing things for some other business and that's the best I could do, so that's my explanation to you for some of the prices. Look, they were comparative, you know, like...on the doonas alone, I know for a fact that I paid nearly \$200 and she said well, you know, don't they differ in prices and I said well you can...that duck feathers are one price and duck down is another.

L2: Exactly.

DCC: Anyway, so that's part of it is to say to you I understand that don't have that list and I've didn't believe you when Dale told me that he didn't have it because I couldn't imagine that after all of this time that he wouldn't have had it.

L2: No, well unfortunately, no. We certainly..

DCC: That's not the way the cookie crumbles.

L2: If we had something we would certainly advise you if we hadn't.

DCC: Yes, yes but...

L2: If it wasn't good enough we would let you know.

DCC: I mean, I watched enough TV, read some new newspapers, you know what I mean?

L2: Yes, well unfortunately that does happen and you're right.

DCC: What does an insurance company .. you know, that sort of stuff.

L2: Yes.

DCC: I was out there waving the flag with everybody else because I wasn't getting any information and what I was getting was, you know, either uphill or down there. We...the fact that you're sending an engineer out here is the best thing that could ever have happened and because...do you understand the reason for that though?

- L2: I'm assuming we obviously can't come to any conclusions as to how this, you know.
- DCC: Some of the damage...
- L2: Some of the damage has actually occurred and that's what an assessor won't know that.
- DCC: Yes, yes that's exactly right. Now the guy who came from Stream is just a guy that we've hired because of his background in local council. He's not a builder, he's not an engineer. He's not anything else. He's the one who gave you the three page report.
- L2: Yes, yes. Well obviously when we looked at that we thought well this still isn't enough for us to make any firm decision on so.
- DCC: Yeah, so the engineer, we had an engineer out here...we had a report when we first built this house and they go over it with a fine tooth comb.
- L2: Yes, of course.
- DCC: And come up with things like, you know, there's still only, you know, well it's hard to explain but they know were..
- L2: I know what you mean ..
- DCC: Well they know were sitting on black soil.
- L2: Yes.
- DCC: And they know what black soil does. It's like they're dealing with another person and they can look at it and say 'yep, I can see what's happened there', whereas the other guy was more interested in the height of the ceiling under the house and the lack of cornices on one side of the bedroom.
- L2: Gosh, right.
- DCC: Nothing to do with it.
- L2: Yeah, well at least this way these people will be the experts and they will be able to report back and obviously find out exactly what's happened there and get to an outcome for you which is..
- DCC: Yes, exactly.
- L2: I mean bearing in mind that this...when did he come out? Did he...he's still coming next Thursday, you said?
- DCC: Next Thursday, yep. Next Thursday morning.
- L2: Ok, well that's good news.
- DCC: And she told me that it would be approximately a week before the report got to the insurance company.
- L2: Ok.
- DCC: So that gives us something to head towards.
- L2: But at least you know, yeah, you know what's happening and you know there's going to be an outcome, well shortly put it that way. Well I know..
- DCC: Yes, exactly. Now you send us a letter on the 11th of May and it has a \$5000 cheque with it.
- L2: Ok, I can see yes Dale has actually done a \$5000 settlement. Basically, that's like an advanced payment under your contents. Knowing full well that obviously the contents are probably going to come to, you know like I'm not sure but ..
- DCC: More than that?
- L2: I'm sure a lot more than that, so and what we've done in a lot of cases is bearing in mind that, you know, our insurers have been waiting certainly a long period of time so we sort of, you know, in a lot of cases were able to, you know, provide an advanced payment so that you can, you know, get out there and purchase something you really need.
- DCC: Look, the fact that you gave us that was just the best idea because it meant that we could go and buy those

doonas.

L2: Buy your donnas, exactly.

DCC: We've been trying to suffer along with these pathetic donnas that we've got from flood relief and Blue Nurses, and now we can go out and do that, and there's a whole heap of other things, but what I needed to, you actually put it in one word. The reason I wanted to know if you knew what the \$5000 cheque was, you put it in one word; advance.

L2: That's right.

DCC: Excellent. That's all I needed to know.

L2: Good-o. So, obviously if the settlement comes back and they say, ok contents, you know we worked it out and it's going to be \$30,000 to a cash settlement to the insured we'll say well ok, we've already paid...

DCC: Paid \$5,000.

L2: So we'll pay you the balance, that's right. That's how that will work.

DCC: Lisa, thank you very much for your time.

L2: That's alright.

DCC: And I help I've helped you as much as I've helped myself.

L2: No, you have. Very much so. Pleasure talking to you. Alright Dianne, see you.

DCC: Thank you. Bye.

L2: Bye.

JJD10096653 4067402v1

Transcript of interview with Diane Crowton

Time: 4.24pm

Date: 1 June 2011

Place of interview:

Parties present: [REDACTED] (BH) - RACQ
Diane Crowton (DC)
[REDACTED] (LB) – RACQ

Key: [UI] = unintelligible
[IA] = inaudible
... = interrupted speech, or speech peters out

BH Claim Services, this is [REDACTED] can I start with your claim number or policy number please?

DC: Claim number is [REDACTED]

BH Okay, I'll bring that up for you right now.

DC: Thank you.

BH There we are, and your name please?

DC: Diane Cecelia Crowton.

BH And Diane, just for security purposes can I confirm your address and date of birth please?

DC: [REDACTED] Cobblestone Lane, Laidley Qld 4341, phone [REDACTED] date of birth: [REDACTED].

BH How can we help you today?

DC: I need to speak to [REDACTED] please.

BH Certainly.

DC: She is my case manager.

BH Yep. And was it in relation to anything in particular?

DC: Yes, we had the hot water system repaired and the people want to know where the payment is.

BH Okay. Alright, I'll pop you on hold for moment if I may, and I'll see if I can grab her for you right now.

DC: Thank you, thanks a lot.

BH You're welcome.

LB: Household Claims [REDACTED] speaking.

BH [REDACTED] it's [REDACTED] how are you?

LB Not to bad, and you?

BH Good, Wednesday is almost over.

LB: Oh, I know... thank God

BH Downhill from here.

LB: Oh God, bring it on.

BH Oh yeah, got a claim number for you if I may?

LB: Yep.

BH: [REDACTED]

LB: Oh yeah, I remember her, yes.

BH She rang up

LB: Okay, yep, go for it yep.

BH She rang up asking for [REDACTED] as the claims manager, um, but in this case what she is asking about is they've had the hot water system repaired and the repairer is now chasing them for payment on that one.

LB Hmm. Just see what this. I can see there's some corro there don't know what it is. Oh dear, um hmmm so the hot water system must be part of the building side of things, I can see, okay, no problem look, pop her on, Diane is it?

BH: Yep.

LB: Yep, pop her through.

BH Okay.

LB: See ya.

BH Yeah.

JJD10096653 4067436v1

Transcript of interview with Diane Crowton and [REDACTED] (RACQ)

Time: 16:26 to 16:49

Date: 1 June 2011

Place of interview:

Parties present: [REDACTED] (LB)
Diane Crowton (DC)

Key: [UI] = unintelligible
[IA] = inaudible
... = interrupted speech, or speech peters out

NOTE: Nothing recorded from 0 to 1.44 minutes

LB: Hello, Diane.

DC: Yes.

LB: Hi, it's [REDACTED] here, how are you going?

DC: Good thanks [REDACTED]

LB: Okay, Let me see where things are at with the claim. Last time we spoke we were waiting on the engineer's report.

DC: Yeah. Listen, the reason for my phone call today.

LB: Yep.

DC: ... is, I got a phone call from Spark and they're gas fitters and they're the ones that I, I got to come out and replace the hot water system but he gave it a good going over, gave it a service, replaced some parts on it and got it going so we didn't actually have to ...

LB: Replace it .

DC: Replace the whole ...

LB: Mm okay that's good news.

DC: Hot water system so.

LB: Yeah.

DC: Nice fellow. Listen the older they are the better they are.

LB: Yeah, I know what you mean.

DC: So I got a ...

LB: I tend to agree with you.

DC: ... phone call from that company today which is in Ipswich and they want to know where the payment for the job is.

LB: Mhm, Mhm.

DC: Have you got it there?

LB Uh.

DC I know I originally sent it to Stream.

LB Yeah, I'd say they're probably still .. because I'm just having a look. The only recent thing I've got which we can discuss as well, ...

DC Good.

LB ... is.. what have we got here – okay we've finally got a report from MYI Freemans in relation to the contents

DC Yep.

LB So they're recommending a cash settlement to you for, bear with me.

DC Two hundred thousand.

LB No,

DC Just joking.

LB No it's just for the contents ...

DC Just joking

LB I thought you might be. I was hoping you were because I was going to say

DC Well, no ...

LB ... you're going to get a shock

DC ... because that would send me off on a nice holiday where I could completely recuperate.

LB [laughing] I'd be going with you if that was the case, all right.

DC Yes, yes.

LB Now, they've got here a total for the contents was \$8,614.85 so what we do is take the three hundred excess from there – have you paid that to Stream though? the three hundred excess?

DC No.

LB You haven't. All right, so what we'll do is deduct it from the cash settlement for the contents so that way you don't have to pay for it and we'll just take it off and we'll settle you for \$8,314.85. So that's ...

DC But you've already given me five.

LB Ahhhh. We would have found that out as we go along – yes we have.

DC I don't want, I don't want to go spending this and then ...

LB No, no, okay well if that's the case ...

DC Hey listen, that's, that eight thousand ...

LB Yep, yep

DC ... that, that they're recommending they're going, that you should pay on ...

LB Mm

DC ... do you have any evidence of why they've, they're doing that amount?

LB Yes, basically they've got what we class as a schedule of loss. So they've got every item listed ...

DC Excellent, okay.

LB Yeah, every item listed with.. it looks like they've got purchase price and on the other side of it they've got current replacement cost.

DC Yep okay...

LB I'm happy to go through those with you but there's about ..

DC So what are you paying, current replacement cost?

LB Yes, yes, current replacement costs.

DC That's pretty good.

LB So, yeah I can see there is some differences obviously. You know what I mean from when you paid for it things might have either gone up or then gone down, it just depends on what the items are. They all seem to be pretty close to what ...

DC You would expect.

LB ... the purchase price was.

DC Yep, okay.

LB It comes, in some cases they're gone up a little very slightly.

DC Felicity it is terribly hard or it was terribly hard at the time ...

LB Mm

DC ... to get because they kept saying to me, you know we know, we need to know how much these things are going to cost to replace

LB Mm

DC ... and I said to myself well how ...

LB It's very difficult isn't it

DC ... the damn well should I know?

LB Exactly

DC You don't go out and spend ten thousand on the household goods, you accumulate these things over time

LB Exactly. So it's a bit hard to then ...

DC Yes.

LB ... try and put it on paper

DC So I sort of got my prices from places like Target, BigW, K-Mart, just by ringing them up and asking them.

LB Sure. And that's probably the only way to, you know, to actually do it.

DC Yeah.

LB And that's quite acceptable but yeah what we'll do then, because we've already paid you five ...

DC Yep

LB ...we'll take that off so that brings it back to, that'll be \$3,314.83.

DC Okay.

LB All right. Now I can process that this arv.. I'll do my best to process it this afternoon however ...

DC Listen, listen it's at the point now where it's, whenever it is more convenient for you.

LB [Laughing] Yes. If it's not this afternoon it'll certainly be tomorrow.

DC No, that five thousand helped tremendously to sort of go out and buy ...

LB Yeah, at least gives you a start...

DC ... the things that we needed to get

LB Sure

DC You know that sort of stuff. But Lisa can I talk to you on a woman-to-woman basis?

LB Sure.

DC Okay. The first assessor that Stream sent out was a very young fellow and he, when Stream got the report from this fellow, ah not Stream, um

LB MYI

DC Freemans

LB Yep

DC Yes, when Freemans got the report from this fellow, they rang me and they said, look this guy has left off hot water system, the tiles, you know, you couldn't miss all the broken tiles and the rubbish out the back there unless he thought we lived like that.

LB Yeah

DC And they said what we're going to have to do is send another assessor because he, he, he hasn't covered the whole area. So then they sent out what they consider was a senior assessor and Lisa, how old are you?

LB Um, forty-three.

DC Excellent. Excellent.

LB To be quite honest.

DC You seem, no, no you seem to get more files in your filing cabinet, but you know as you get older, you know what I mean?

LB [Laughing] For sure, for sure.

DC Anyway, they said they're sending out a senior assessor and this absolute turkey...

LB Oh dear.

DC ... turned up. Now he was a guy of about your age ...

LB Yep

DC ... and he spent the whole time that he was here telling me what he had done with his life and telling me that he had worked for the local council and that's where he got his experience and all this ...

LB Mm

DC ... crap! Anyway, he sent a report to you at RACQ and there were some, they were apparently, blown away by the size of his report.

LB Mm

DC And so I got up the next morning and I was so angry that it, we'd been put back another 10 steps

LB Sure

DC Although ... you know when I spoke to Dale, there's a fellow there called Dale,

LB That's right, he sits beside me yes.

DC Very nice fellow. He was the one who gave me the five thousand, ...

LB Did he? Ah yeah.

DC ...so thank him very much.

LB I will do that for you, yeah.

DC Anyway, they, they were going through this report

LB Mm

DC And I thought oh shit. Anyway couldn't get hold of Freemans so I, the next morning I got up and there was Stream's letter on the table and I thought oh god, right, you bastards, I'll fix you. So I rang them up and I got hold of a lady called Diana, Diana something, ...

LB Pollock?

DC Pollock.

LB Yep, yep.

DC And she copped the works.

LB Mm

DC Because it's, I'd been trying to contain it for all of these months ...

LB Mm, keeping a lid on it. Yeah.

DC ... and I said, why, why me? Why is this happening to me? We don't want Rembrandts on the wall, we don't want the house painted, we don't want new windows and a new garden, all we want is for the house to be put back the way it was

LB The way it was, that's right exactly.

DC As close to as possible.

LB Yes, yes.

DC And with some assistance from us, we're not stupid.

LB Mm, mm.

DC Anyway, so they sent out this engineer. Well the first stroke against him was he was a New Zealander.

LB Oh dear. [laughs]

DC And, anyway, I had a, an advocate here with me.

LB Right.

DC Because we were, and that was from the community centre, she's working for the Premier's Department.

LB Oh, okay, yeah.

DC And, anyway, so it was just as well she came, because she was more concerned that I would break down and just have a total break down because I was pretty close to it just before he came. Anyway he was sort of saying things like, the tiles out the back – I know I keep going on about these tiles - but he said to me, now what, what do you want done about this area out here? What are your wishes for this area? And I said I want them to be put back the way that they were as close as possible with as little cost to us personally as possible.

LB Mm, mm.

DC And he said, well

LB Sounds like common sense

DC Yes. Oh ho ho ho, he laughed and I said I oh fuck here we go. Another one. So then I said to him, um he said these, all these broken tiles here, he said it's quite simple, he said you go to the tile shop, you get a box of tiles and as because they're continually breaking like one happened yesterday

LB Oh really

DC Two happened a week ago.

LB Oh

DC Because it got mud in underneath the tiles you see.

LB I suppose just as they.. yeah as they're drying out

DC And every now and .. and then they're finally breaking down and somebody walks on them and they break.

LB Yeah. That's got to be.. umm

DC And he said, and you get this box of tiles and every time one breaks, he said you replace it out of the box. I went upstairs at that stage and just had a bloody good cry cause I thought, I just can't deal with this anymore and so this lady dealt with it for me but nothing was going to change. But what I did in the meantime, I rang a tiling company in Lowood that's been there for 20 years and I said to them, can you come out and I want your personal ...

LB Opinion

DC ... opinion on this.

LB Mm

DC I want you to come out and I want you to give me a price on taking the tiles up, cleaning the slab underneath, and painting it.

LB Oh okay

DC No more tiles put back

LB ... no more tiles, that's an idea.

DC Because we're talking thousands of dollars for these tiles.

LB Exactly, yes. And then you think, well, geez is it worth it?

DC And if it floods again I'm back to square one again.

LB That's right, at least if it's just painted well that's very ...

DC Yes. And I could, at the moment I can't use a mop and a bucket on them because they're exterior tiles and it's like mopping sandpaper

LB Ohh, I see. Yep.

DC So the only way you can clean them is with a gurney and it does a great job.

LB Yes, but I mean how often do you want to get out there and do that and start doing that.

DC Well you can't, oh no, we do it all the time but the thing is you can't spot clean them.

LB No, no.

DC You know what I mean? And you can't just turn the hose on them, think you can wash something away

LB No, no, it needs the extra pressure

DC ... because you're going to have to get the gurney out to get rid of it. And I said this to the engineer and I said well, why can't we just get somebody to take the whole damn lot up and just clean the surface and paint, don't put any tiles back there

LB And what did he say to that?

DC And I said that way we're only claiming for the tiles that are there which is only about \$1,100.

LB Mhm, mmhm.

DC And he said, no, I wouldn't see that as an option. But what I've done is I've gone ahead with this and I've got this fellow coming out from Lowood during the week and he is going to have a look at the area and give me an assessment on him coming out, cleaning the old tiles away, cleaning the surface off, because it'll have residue ...

LB oh yeah.

DC ...blobs of glue everywhere.

LB Glue under neither.. yeah.

DC And he said I don't paint and I said, yeah but we do.

LB Exactly.

DC We'll do that ourselves.

LB Just get it prepared and then he, yeah and then – how big a surface are we talking about?

DC We're talking about a one-car carport times two.

LB Mm, times two, so that's quite a significant area but I suppose ...

DC It's kind of, yeah the equivalent to two carports.

LB Yeah, yeah.

DC Now I can't see, and my husband, he was the one who came up with it. I can't see a problem with just taking all those tiles up because we're not going to match them up anyway.

LB No, well that's the other point isn't it...

DC And going and buying a box of tiles and just replacing every one that breaks

LB Oh, look ...

DC I mean, Hello?

LB Yeah, no

DC No wonder he comes from New Zealand.

LB They might do things ...

DC Anyway.

LB ... differently over there, I don't know.

DC [Laughs]. So what I did was, I got my husband to go round and take photos of the tiles and together with this report from this tiling fellow who is going to come hopefully before the weekend

LB Sure

DC I was going to send you a copy.

LB Okay.

DC And I'm hoping that that's not going to give you yet another hassle with me...

LB No.

DC ... on coming to a conclusion about this area.

LB No, I don't think so. I mean, yeah, certainly send that through to us. I mean it's ...

DC Because I, admittedly I haven't seen his final report.

LB No, no. And I guess we haven't received anything further other than MYI's report but that's totally different.

DC That,

LB That's just to do with the contents, so yeah

DC I don't want to see the man out here to give you a report.

LB No, no,

DC All I want is like he was talking about, why do you want these doors replaced here? And then I said because there's five panels of glass missing. And he said, yes, why can't you just go and put new glass in? And I said just recently we had to replace the glass in the small bathroom window

upstairs because the magpies.

LB Oh right.

DC Have you, you've dealt with magpies and windows before?

LB Not, not to that extent but I've heard about it.

DC Yes, terrible little buggers.

LB Mm, mm.

DC Anyway, we've put rubber snakes out there, nothing works.

LB Oh really?

DC Anyway we took the window down to the hardware shop and said we need this glass taken out cause it was all sort of jagged and could you put new glass in? One hundred and ten dollars.

LB Mm, yes it's not ...

DC And I said that piece of glass isn't even the size of one of those panes.

LB Mm, yeah imagine what that would cost..

DC So why would I go down that road, why wouldn't I just go and buy a new bloody door because it's cheaper.

LB Exactly. Cheaper in the long run as well.

DC Yes.

LB I mean if anything else happens, yes you don't want to have keep replacing...

DC This is why I was sort of having trouble communicating with him but I don't ...

LB Oh dear

DC ... want to go down on record as "that bitch from Cobblestone Lane that gave us so much bloody trouble"

LB [Laughs]

DC I just want my house back.

LB Not at all, you're giving me a laugh so I ...

DC The way it was, do you know what I mean?

LB No, I understand completely.

DC And, and I rang after the other one had been and I said you guys got on his report the amounts of skirting board that has to be replaced.

LB Mm, mm.

DC No. I said, well, we've measured it up and it comes to 35 metres. And the paint, we got a price from Bunnings and I think the paint came to \$98.00 and that's a great big 10 litre tin.

LB That's pretty reasonable isn't it, yeah.

DC Oh, why do we shop at Bunnings? Where else would you go?

LB Yeah, exactly.

DC And so, and they didn't have that either. No forward thinking. Do you know what I mean?

LB Yeah. Look, I guess at this point we've still got, obviously he's .. he's obviously going to compile his report.

DC He said he would get the report to you this week and ...

LB We haven't got it yet so yeah, we'll give him, give him .. it's only Wednesday ...

DC He's been doing this job for a very, very long time you know if you listen to him.

LB Long time, sure.

DC But, he did give us a lot of handy hints, he sort of pointed things out and obviously if we want to stay here forever, we're going to have to get the house jacked up and put in these beam things

that cross underneath so that when the doors on the left-hand side won't open you, you adjust the, the whatever it is on the right-hand side.

LB Mm

DC You know like

LB Yes, I know what you mean.

DC I think it's shortening and lengthening cables. Something to that effect.

LB Like that, yeah.

DC He said that's the only way that this house is not going to (thank God we're never going to have another flood) but

LB Nothing like that would happen again.. yeah if you put those sort of things in place I suppose is what he's getting at.

DC We went to the council because the night of the flood [REDACTED] had a good walk around to try and look at the lay of the land and find out where the goddamn water was coming from because it wasn't just a flood - we get flooded out every bloody year. It's just whether we're able to stop it from coming into the house.

LB Yeah, yeah.

DC Now we've got an engineer out from the local council - he took photos and then I got a phone call from them about two weeks ago and this was another engineer who's been put in charge of the job - we told him that the stormwater drain on, imagine two houses together, cause there's only two houses in the street - on the far side of the house next door is where the stormwater drain runs. And [REDACTED] pointed it out to me - he said, take a look at that, that drain's not coping with the water.

LB No, it wouldn't, not with the significant amount that you know ...

DC Well, no, no, this is every year

LB ... a lot more yeah

DC This is every year, so when the flood came, it was just ...

LB Just totally, yeah ..

DC Yeah. So, because they get flooded next door too.

LB Mm, naturally they would...

DC So we said to the engineer this storm drain needs to be looked at: you either relocate it or you dig it up, but you have to do something because we're not going go through this every year.

LB No, you're not going through that again.

DC So he's admitted by looking at the photos he can see that the fault is there

LB There. Mm, mm.

DC So, if you want to put that on our file and contact the local council, I mean who knows...

LB What could happen, that's right.

DC But we might just get a decent drain out of it.

LB Yes, you never know your luck.

DC All we've got, [REDACTED] all we're trying to do here is do the right thing.

LB Oh, exactly and make things, yeah, so that these sorts of things don't occur again, that's right.

DC Oh, who'd want to do that, I couldn't lose another doona. I've lost ...

LB Oh no.

DC ... two lots of doonas so far. One in the flood about three years ago

LB Mm yeah. No.

DC And it's the first thing you grab. You just go to the linen cupboard and pull everything out

LB Exactly. Naturally that's what you do, yeah.

DC But this time we're getting a wheelie bin positioned near the back outdoor area and that's going to be filled with builder's sand

LB Oh okay.

DC And we found that there's a company up in Gatton that sells the bags.

LB Ah yes, yes, oh ...

DC Because ...

LB Oh well that's good .. at least that's prep.. yeah

DC ... well yes just in case something like this happens again

LB Again at least you'll be prepared ...

DC ... we're prepared.

LB ... won't you? Exactly.

DC And if it doesn't happen again, we can use the sand for graze ...

LB well that's right it hasn't gone to waste, has it? Exactly

DC So

LB Well, what we'll have to, we will have to wait for his report

DC Yes

LB Of if he comes through ...

DC I just wanted to know if I'm not ...

LB ... yeah and I'll make some notes

DC ... overstepping the mark by saying to you ...

LB No certainly

DC Do I send you this, this pile of reports ...

LB You can send me whatever you wish.

DC ... with the photos?

LB Of course you can. There's nothing stopping you from sending whatever you like to us most certainly ...

DC Fantastic.

LB You can do that. And yeah, as I've said we'll wait for his report to come through because we can't do much until then. I've just had a quick look, we do have a receipt or basically a bill from Gas Spark

DC Yeah

LB So we've got here \$412.?? ...

DC That's it.

LB So you haven't paid him yet have you?

DC No, because that came and they said oh don't worry about payment but because it's been so, I don't think they expected it to be this long.

LB No, no, of course not.

DC The new hot water system was going to cost us \$1,800

LB Oh yeah, it would have cost a lot more. Look, what I'll do, is I've got two options, because he's made the bill out to you I can either

DC Oh okay

LB I can either include that in, you know when I do the settlement for the contents, I can include...

DC Oh yeah, okay. Well how about you do that?

LB ..include that. Otherwise I've got to make a cheque out to him but I've got to send it care of you.

DC Yes, yep.

LB Its' up to you. It's probably easier for me to include it in the settlement and then you just go, okay, Gas Spark, here's your, here's your \$412.

DC Okay.

LB Does that sound okay...

DC Yes.

LB ... that's reasonable?

DC Now I haven't given you another headache, have I?

LB No, no. I probably already had one when I started but you've given me a laugh Diane so I appreciate that.

DC Listen, if you guys, you know how the banks, the CEOs of banks ...

LB Mm.

DC ... they go and hire whole resorts ...

LB Oh yeah

DC ... and they take their staff there ...

LB Yeah, yeah, I don't get anything like that.

DC You've seen those on TV?

LB Yeah.

DC Well somebody should put it in the suggestion box.

LB Yeah. I think I will. I will do that.

DC Without a name.

LB Mm mm.

DC But even if it's one of those ones down at Bryon Bay.

LB Mm mm.

DC As a way to say thank you.

LB Bit of a retreat.

DC Yes.

LB I'll put that up as a suggestion actually. We need a reward. [Laughs]

DC Yes, two days, two days at one of those health spas.

LB That sounds good.

DC Couple of wines.

LB Oh, I could do with that.

DC Sitting in the spa, having massages

LB Don't get my hopes up now. [Laughs]

DC You'll be back as good as new.

LB [Laughs] One can only hope, Diane.

DC And you can put that on the bottom of the letter and we'll come back as good as new.

LB Come back as fresh as a daisy.

DC Yes.

LB All right.

DC Listen, [REDACTED]

LB Lovely to chat with you again
DC Thank you for listening.
LB That's all right, that's no problem at all. It's a pleasure.
DC And I'll send this report from the tiler ...
LB Yes, certainly
DC ...to you ...
LB Yes
DC ... because then when you get it you will know what I'm talking about.
LB That's exactly, and then we can put it all together and obviously proceed from there...
DC Sure
LB ...but at least I know now we can certainly go forward with the cash settlement ...
DC Yeah because ...
LB ..for the contents, so I'll get onto that tomorrow.
DC Yeah. Listen, thank you very much for that.
LB That's all right Diane. You have a good night, hey.
DC See ya.
LB All right, see you. **[recording ends]**

JJD10096653 4067452v1

Transcript of interview with [REDACTED] (RACQ Claims Services) and Diane Cecelia Crowton

Time: 10:05 to 10:06

Date: 8 June 2011

Place of interview:

Parties present: [REDACTED] (B)
Diane Cecelia Crowton (DC)

Key: [UI] = unintelligible
[IA] = inaudible
... = interrupted speech, or speech peters out

B: Welcome to Claims Services this is [REDACTED] Can I start with your policy number or claim number please.

DC: Yes, [REDACTED]

B: And is this for an existing claim or a new claim?

DC: I'm actually filling in some paper work for the Premier's Department and I've got a question on the form here that says how much is your building insured for? And I am not sure what our building is insured for.

B: Ok, and your name?

DC: Diane Cecilia Crowton

B: And your address please

DC: [REDACTED] Cobblestone Lane, Laidley, Qld 4341 Phone [REDACTED]

B: Ok. I'll have a look at your policy. I won't be a moment.

DC: Thank you

B: So your building sum insured is \$189,000

DC: That's for the building?

B: Yes

DC: Thank you very much

B: That's ok

DC: Bye

B: Bye bye

LCB10096653 4067447v1

Transcript of interview with [REDACTED] and Diane Cecelia Crowton

Time: 9.29am

Date: 14 June 2011

Place of interview:

Parties present: [REDACTED] (JT) RACQ
Diane Cecelia Crowton (DC)
[REDACTED] (LB) RACQ

Key: [UI] = unintelligible
[IA] = inaudible
... = interrupted speech, or speech peters out

JT Welcome to claims services you're speaking with [REDACTED] Can I start off with the policy, claim or registration number

DC My policy number is [REDACTED]

JT Is this for a new claim or an existing claim

DC Existing

JT Existing, do you have a claim number?

DC Yes. [REDACTED]

JT Ok then. And for security purposes can I please verify your full name, date of birth and address?

DC Diane Cecelia Crowton. Date of birth [REDACTED] Cobblestone Lane Laidley Queensland 4341. Phone [REDACTED].

JT And what can I do for you today?

DC I'd like to speak to [REDACTED] please.

JT With [REDACTED] Do you know what it was in regarding to?

DC It's regarding this claim.

JT Ok. I'll see if I can transfer you through. Do you mind holding?

DC Yes

JT Thank you

LB Household claims, [REDACTED] speaking

JT Hi [REDACTED] it's [REDACTED] from Tele claims, how are you?

LB Not too bad, and yourself?

JT Good thank you. Can I give you a claim number?

LB Ok I'll just write this one down

JT Um [REDACTED] 0 for Diane.

LB Diane Crowton?

JT Yes she was wanting to speak with yourself regarding the claim.
LB Let me just read the last note. Ok did she say what it's about or
JT I asked and she said it was regarding the claim.
LB Alright no worries you can pop her through.
JT Thanks bye.
LB Bye

LCB10096653 4067477v1

Transcript of interview with Diane Crowton

Time:	8:59 to 9:06
Date:	17 June 2011
Place of interview:	
Parties present:	Diane Crowton (DC) [REDACTED] (R) RACQI [REDACTED] e (D) RACQI
Key:	[UI] = unintelligible [IA] = inaudible ... = interrupted speech, or speech peters out

R: Welcome to Claims services this is [REDACTED] could I start with your policy or your claim number please.

DC: Um my policy number is [REDACTED]

R: And are you wanting to lodge a new claim on your home and contents?

DC: No, I need to speak to [REDACTED] please

R: You've already got a claim in the system?

DC: Yes, yes

R: Okay won't be a moment, I'll just find the claim.

DC: Thank you. I've got the claim number

R: I think I'm nearly there won't be a moment. And your name:

DC: Diane Cecilia Crowton

R: And your address?

DC: [REDACTED] or no. [REDACTED] Cobblestone Lane, Laidley Queensland 4341.

R: And date of birth?

DC: [REDACTED] have I missed anything?

R: No, no that's alright and it was sorry Lisa you asked to speak with?

DC: Yes please.

R: Won't be a moment

[REDACTED] RACQ home claims this is Dale

R: [REDACTED] its [REDACTED] can I give you a claim number please?

[REDACTED] Ah yes,

R: Its [REDACTED]

[REDACTED] Okay,

R: And I've got the insured on the phone. The insured called wanting to speak with [REDACTED] but I don't know

whether you want to handle this or

■ Oh okay, I'll find out , I won't be a moment.

R: Okay thank you.

■ Thank you *(long pause music playing)* Thanks for waiting

R: No your right.

■ Okay, I'll have a chat to her

R: Okay, I'll pop her through thank you.

■ Thank you. [END OF TAPE]

JJD10096653 4067403v1

Transcript of interview with Diane Crowton

Time:	9.18am
Date:	17 June 2011
Place of interview:	
Parties present:	Diane Crowton (DC) [REDACTED] RACQI [REDACTED] RACQ
Key:	[UI] = unintelligible [IA] = inaudible ... = interrupted speech, or speech peters out

J: Welcome to claims services, my name's [REDACTED] – can I have your claim number or your policy number please?

D: My policy number is [REDACTED]

J: Thank you. Now is this an enquiry for an existing claim or a new claim.

D: Yes it is

J: Alrighty then, do you mind just one sec, I'm just going to

D: I've got a claim number here

J: Oh do you that will help me greatly thank you for that

D: [REDACTED]

J: Thank you. And your name please?

D: Diane Crowton

J: Thank you Diane. Diane can I please have your date of birth and your address?

D: My date of birth is [REDACTED] I live at [REDACTED] Cobblestone Lane, Laidley Queensland 4341. My phone number is [REDACTED]

J: Thank you Diane. How can I help you today with this claim?

D: I need to speak to a fellow called [REDACTED] and would you please give him my name and tell him it's urgent.

J: Alrighty then. Just bear with me one moment. Can I just ask you what it's in relation to and I'll pop you through.

D: With this claim.

J: Alrighty then just bear with me one second. I'll just pop you on hold and I'll dial though to that department.

D: Terrific thanks mate.

[REDACTED] Household claims [REDACTED] speaking.

J: Good morning [REDACTED] its [REDACTED] here. Can I give you a claim number please

█ Oh yeah, I just got back to my desk so righteo, okay fire away

J: Righteo fire away C █

█ Ohh yep for █ e. I think I █ just spoke to her.

J: Oh yeah, she wants to talk to █ and its urgent she says.

█ Um Okay, well she can probably talk to me, there's probably no need to talk to █

J: I'll pop her through

█ Yeah no worries

J: Lovely thank you bye.

[END OF TAPE]

JJD10096653 4067467v1

Transcript of interview with Diane Crowton

Time: 8.56 - 9:01

Date: 20 June 2011

Place of interview:

Parties present: Diane Crowton (DC)
[REDACTED] A) (RACQI)
[REDACTED] (RACQI)

Key: [UI] = unintelligible
[IA] = inaudible
... = interrupted speech, or speech peters out

A: Welcome to claims services this is [REDACTED] May I start with your policy or claim number thanks?

D: I have the policy number which is [REDACTED]

A: Alright and is that to lodge a claim or have you already got one in.

D: I've got one in.

A: Alright let me search for a claim on your policy. And your name?

D: Diane Crowton.

A: Okay and address, date of birth thanks Diane?

D: Date of birth [REDACTED] Address - [REDACTED] Cobblestone Lane, Laidley Queensland 4341. Phone [REDACTED]

A: You don't have to give me your phone – that's fine just name and address so I know I'm speaking to you and how can I help today?

D: I need to speak to [REDACTED] please.

A: [REDACTED] and what's that regarding?

D: The claim.

A: Okay, I know it's the claim is it with the progress of the claim or

D: Could you please just tell [REDACTED] that it is Diane Crowton ringing?

A: Yeah, I can, I can get her on the phone for you do you mind holding?

D: No.

A: Okay just going to put you through won't be a minute.

D: Thank you

[REDACTED] RACQ home claims this is [REDACTED]

A: Hi [REDACTED] it's [REDACTED] here from tele claims how are you?

[REDACTED] Good thank you.

A: (tape cuts out for about 50 seconds) to do with the claim.

█ Oh okay.

A: Ah so can I give you the claim number

█ Yes

A: Thank you so much its double █

█ Let's have a look

A: Diane Crowton

█ Oh okay um open wide. So what's she saying the insured's saying she wants to talk to her.

A: Yep.

█ Okay do you

A: It's to do with claim and that's all she's saying

█ Yeah oh I know her. Um,

A: Oh do you.

█ (tape cut out again) alright do you mind holding a tick? *(long pause music playing)*.

A: Yes

█ Thanks for waiting

A: That's okay

█ Yeah I'll have a chat to them and we'll yeah

A: Take it from there yep okay thanks, I'll just put her through

█ Thank you

A: Thanks mate bye [END OF TAPE]

JJD10096653 4067514v1

Exhibit 6

Claim: [REDACTED] | CN: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

Summary

Loss Date 10/01/2011 06:30 PM
Notice Date 11/01/2011 03:39 PM
Loss Location [REDACTED] COBBLESTONE LANE, LAIDLEY, QLD 4341
Description Insured advised due to the flash flood the water has entered the bottom of the property. Insured has pumps downstairs pumping the water out.

Financials

Remaining Reserves -
Future Payments -
Total Paid \$12,952.95

Coverages

Property # 2
Type Contents Away From Home, Building, Contents
Sum Insured \$231,350.00

Exposures								
#	Type	Coverage	Claimant	Adjuster	Status	Remaining Reserves	Future Payments	Paid
1	Property	Building	DIANE CECILIA CROWTON	[REDACTED]	Closed	-	-	\$1,863.90
2	Personal Property	Contents	DIANE CECILIA CROWTON	[REDACTED]	Closed	-	-	\$8,314.85

Claim: [REDACTED]

| CN: [REDACTED] | Ins: DIANE CECILIA CROWTON || DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) ||

Listing of Jobs								
Job Number	Exposure	Fulfilment Path	Status	Payment Application	Vendor	Estimates	FOCUS Vendor	FOCUS Status
389283	(2) 1st Party Personal Property - DIANE CECILIA CROWTON	Cash Settlement	Complete, Paid	Cash Settlement		\$5,000.00		Not applicable
402197	(2) 1st Party Personal Property - DIANE CECILIA CROWTON	Cash Settlement	Complete, Paid	Cash Settlement		\$3,614.85		Not applicable
402198	(1) 1st Party Property - DIANE CECILIA CROWTON	Cash Settlement	Complete, Paid	Cash Settlement		\$412.00		Not applicable
411321	(1) 1st Party Property - DIANE CECILIA CROWTON	Job Allocation	Complete, Paid	Acquisition Tax Invoice	Stream Group Aust Pty Ltd	\$1,451.90	No	Not applicable
\$10,478.75								

Parties Involved		
Name	Roles	Phone
MYI Freemans Ltd (All Payments)	Payee	
Stream Group Aust Pty Ltd	Vendor, Payee	
DIANE CECILIA CROWTON	Insured, Claimant, Main Contact, Reporter, Incident Party, Payee	[REDACTED]
ROBERT MALCOLM CROWTON	Additional Insured	[REDACTED]

User: [REDACTED]

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Claim: [REDACTED] | CN: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

Planned Activities

Litigation

Associated Claims

Latest Notes		
12/01/2011	Integration User 07:21 PM	
Loss Adjuster Workflow	ACTION: On Site datasheet printed for internal Loss Adjuster OUTCOME: Loss Adjuster assigned NEXT ACTION: Await 1st report from Loss Adjuster	
12/01/2011	[REDACTED] 07:18 PM	
Conduct Loss Adjustment Activity Completed	ACTION: Internal Loss Adjuster assignment submitted OUTCOME: Scheduled event submitted NEXT ACTION: Await scheduled event completion	
User: [REDACTED]	Page 3	09/09/2011 06:39 PM

Claim: [REDACTED] | [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] Technical Claims - Team E) | |

09/09/2011	[REDACTED] 03:32 PM	CDRD Letter from Insured's legal representatives received 20/07/2011. A copy of this letter has previously been forwarded to CGW who have responded on our behalf. We are awaiting further submissions from the Legal Representatives prior to undertaking a final review in relation to the dispute
09/09/2011	[REDACTED] 03:30 PM	CDRD Letter from Insured's legal representatives received on 20/07/2011. A copy of this letter has previously been forwarded to CGW who have responded on our behalf. We are awaiting further submissions from the Legal Representatives prior to undertaking a final review in relation to the dispute
25/07/2011	[REDACTED] 03:38 PM	ACTION: stream invoice received OUTCOME: payment made to stream - INV 28990 - Amount \$198 (travel) email sent to investigation to change claim status NEXT ACTION: approve payment/ close claim
08/07/2011	[REDACTED] 05:02 PM	Payments approved CLAIM CLOSED

User: [REDACTED]

Claim: [REDACTED] 0 | CN: [REDACTED] 0 | Pol: 1 [REDACTED] Y | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

07/07/2011	[REDACTED] 04:40 PM ACTION: Review claim OUTCOME: Looks as though all invoices have been paid on this claim - Unable to reach stream to confirm. NEXT ACTION: -call stream to confirm no outstanding invoices -once confirmed ok to close the claim
07/07/2011	[REDACTED] 01:13 PM Details provided to Premiers fund provided by management
02/07/2011	[REDACTED] 09:05 AM ACTION: received Stream invoice (by spread sheet) for report fee. OUTCOME: Payment Stream invoice report fee \$275.00. NEXT ACTION: Approve payment / await next stream advice
21/06/2011	[REDACTED] 04:20 PM ACTION: Review and approve new payment OUTCOME: Payment approved to stream for \$1451.90 NEXT ACTION: awaiting stream final fee invoice before closing claim
21/06/2011	[REDACTED] 04:00 PM

User: [REDACTED]

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Claim: F- [REDACTED] | CN: [REDACTED] | [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

UPDATE

ACTION: Reviewed claim and invoice for building repairs received from Stream. OUTCOME: I rang Stream and spoke to Diana, to question exactly what building repairs were undertaken, as the notes indicate that the remainder of the claim has been declined, and the only invoice we were waiting on from them is the report fee invoice. Diana advised that this invoice (#00041826 - \$1451.90) is for the acid washing of the internal floor tiles which their records indicate are the only repair authorised by us. I have asked one of the case managers to review the claim and confirm this. PAYMENT: Created payment to Stream for \$ 1451.90 - OK TO PAY NEXT ACTION: Await stream report fee invoice beofre closing claim.

20/06/2011

Dale White

09:02 AM

ACTION: Phone call from the insured OUTCOME: Insured wanted to confirm letter was sent Friday. I confirmed I printed the letter & put to mail tray Friday morning & most likely would have left that day NEXT ACTION: Validate Invoice

20/06/2011

[REDACTED]

08:58 AM

action- ins diane called asking to speak with lisa with progress of claim outcome- transferd to hc next action- claim to progress

17/06/2011

[REDACTED]

09:30 AM

Progress

ACTION: Received further call from Mrs insd upset with decision that has been made and also if repairs to treadmill was included in earlier settlement/advance payment. OUTCOME: Advised it was included. NEXT ACTION: Await final fees tax invoice

User: [REDACTED]

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17/06/2011	Dale White 09:20 AM From: RACQI HH Team E Sent: Friday, 17 June 2011 9:20 AM To: 'd [REDACTED] u' Subject: RE: YOUR REF: [REDACTED] Thank you for your report. We confirm that we have denied the claim. We request you close your file & forward your final fee accordingly.
17/06/2011	[REDACTED] 09:19 AM CLAIM PROGRESS ACTION Ins Diane called to talk to [REDACTED] OUTCOME Trsf ins to Team E NEXT ACTION HHC to advise re claim
17/06/2011	Dale White 09:08 AM ACTION: Phone call from the insured OUTCOME: Advised the insured that it has been decided that the damage at the property was not a result of flash flood. A denial letter has been drafted which outlines the reasons for the decision. A copy of the engineers findings which were used to make the determination will also be sent. The insured stated that the engineer has an opinion only in favour of the insurance company. There was an attendance from the premiers relief fund who quoted 45k to repair the damage. The insured has been very sick & they are suspicious that it may be due to the damage. The doctor has suggested that it may be due to the condition of the house. The insured was of the opinion the engineer was appointed only to provide a report favourable to the insurance company. Denial letter & engineers report posted to the insured. Email to Stream requesting they close their file & forward final fee. NEXT ACTION: Await final fee
	[REDACTED]

Claim: [REDACTED] | CN: [REDACTED] | Pol: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

17/06/2011	09:01 AM	action. the ins called to speak with [REDACTED] outcome. called claims -trans the ins to discuss next action. n/a
15/06/2011	10:18 AM	Review of decline letter ACTION: I have reviewed the Stream report together with Engineer's findings. OUTCOME: I agree that this claim is not one for acceptance due to the damages not being related to any single Insured Event, as noted in Lisa's notes of 14/06/2011. NEXT ACTION: Referred claim back to Case Manager, [REDACTED] to notify Insured of claim decision and also advise Stream of outcome.
14/06/2011	05:57 PM	Progress ACTION: Received Stream report & copy of engineers report which confirms that the consultant's original advice, that the damage relating to the doors and patio tiles are a combination of: - poor workmanship and faulty construction; - long term soil and slab movement, certainly pre-dating the claimed storm event; - inadequate drainage. OUTCOME: Drafted decline letter NEXT ACTION: T/Leader to review rejection letter

14/06/2011	[REDACTED] 05:05 PM	Approved payment ACTION: APPROVED payment to Stream. OUTCOME: NIL NEXT ACTION: REVIEW Stream Report/Engineers Report.
14/06/2011	[REDACTED] 11:22 AM	Progress ACTION: Received Stream tax invoice for engineers report OUTCOME: Paid Stream \$1536.70 for engineers report NEXT ACTION: Review Stream report/engineers report
14/06/2011	[REDACTED] 11:07 AM	Progress ACTION: Received call from Mrs insd advising that she has received application forms from Premiers Relief Fund encouraging her to apply for funding, however insd requires decision by RACQ before she can apply. OUTCOME: Mrs insd also advised that Premiers Relief sent a builder out to report on damages to property and copy of report to be sent to insured this week. Mrs insd then went into great detail that this builder was very thorough unlike the engineer who attended previously. Advised we would confirm that we have engineers report and review. Advised once reviewed and decision made, will be in contact with insured this week. NEXT ACTION: Review further reports
	[REDACTED]	

Claim: [REDACTED] | CN: [REDACTED] 0 | Pol: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) |

14/06/2011	09:28 AM	
ACTION: INS - diane called wishing to speak with HHC - [REDACTED] e: claim OUTCOME: transferred through to HHC - [REDACTED] NEXT ACTION: await HHC		
08/06/2011	10:06 AM	[REDACTED]
Enquiry	ACTION: Ins Diane called as she is filling out some paperwork for the Government and needed to know what her house is ins for. OUTCOME: Advised of details. NEXT ACTION: Claim review.	
02/06/2011	04:26 PM	[REDACTED]
Approved Payment	ACTION: APPROVED payment to Insured. OUTCOME: SETTLEMENT letter printed and posted. NEXT ACTION: AWAIT engineers report.	
02/06/2011	09:14 AM	[REDACTED]
Progress	ACTION: Received call from Mrs insd re: payment for HWS. OUTCOME: Advised we had received MYI final report recommending settlement for contents items in the amount of \$8614.85, however insured has previously received \$5000 advance payment, therefore contents settlement will be \$3614.85. Advised I would contact repairer to confirm cause of damage to HWS and include payment of \$412.00 in settlement. Contacted Linda at Gas-Spark who confirmed that the unit was flooded but repairable. Cash settled INS \$4026.85 less xs \$300 = \$3726.85 for contents settlement and repairs to HWS NEXT ACTION: Await	

User: [REDACTED]

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Claim: [REDACTED] | CN: [REDACTED] | Pol: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) |

engineers report	
01/06/2011	[REDACTED] 04:28 PM
Ins Contact	ACTION: Ins Diane phoned re settlement for hot water system - repairer is chasing Ins for payment. OUTCOME: Trans to h/c team e to discuss. NEXT ACTION: h/c to follow up.
20/05/2011	[REDACTED] 03:20 PM
Progress	ACTION: Received call from Mrs insd advising that MYIF contact her yesterday requesting amounts for 3 items on the list of damaged contents she gave to the assessor when he attended earlier in the year. She said when she spoke to [REDACTED] she did not believe when he said we hadn't received this list from MYIF and believed everything she heard in the media, however now she understands things a lot more and apologises. Mrs insd very thankful that we have appointed an engineer to attend. She advised they are coming next Thursday and should have a report to us approx 1 week later. OUTCOME: N/A NEXT ACTION: Await engineers report
20/05/2011	[REDACTED] 03:06 PM
enquiry	action: Ins has called and requested to speak to someone in the claims department. Outcome: Spoke to [REDACTED] in claims and transferred the ins through to discuss. Next action: await claim process.
User: [REDACTED]	Page 11
09/09/2011 06:39 PM	

Claim: [REDACTED] | CN: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

18/05/2011	[REDACTED] 02:03 PM ACTION: Reviewed MYI & Stream reports OUTCOME: SOW updated and Stream fees added NEXT ACTION: Await Stream/Engineers report
12/05/2011	[REDACTED] 10:45 AM ACTION: Phone call from Diana at Stream OUTCOME: Diana has held discussion with the insured regarding the claim. Diana is suggesting the appointment of an engineer. An engineer will be able to provide full information for this claim surrounding: what damage resulted from this event, what rectification is required to comply with building standards, what damage is linked directly with the claim & what is not. The insured has indicated to Stream the property has flooded previously. [REDACTED] has indicated we are not able to provide an internal loss adjuster as was prior noted. In this case an engineer would be best appointed. Email sent to Diana to confirm ok to appoint engineer. NEXT ACTION: Await Stream/Engineers report
12/05/2011	[REDACTED] 10:27 AM Received call from Diana ACTION: Diana from Stream called wanting to Speak with Dale URGENTLY OUTCOME: [REDACTED] was on the phone - EMAIL sent to [REDACTED] to contact Diana at Stream on [REDACTED] - URGENT NEXT ACTION: Await MYI / Internal loss adjustment
12/05/2011	[REDACTED] 09:32 AM

User: [REDACTED]

Claim: [REDACTED] | [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

Payment approved		ACTION: Payment approved for partial contents items OUTCOME: n/a NEXT ACTION: Await MYI / Internal loss adjustment
11/05/2011	[REDACTED]	09:42 AM ACTION: MYI Reports & Stream report received OUTCOME: Due to the complex nature & conflicting information received this claim has been referred to an internal loss adjuster. Streams report does not provide us with clear information to make a decision on liability. Hydrologist has determined water entered property due to flash flood which is accepted & recommended settlement for contents. Requested further substantiation of the contents items in order to settle amount recommended. In order to settle a portion a partial contents settlement is drafted. CASH SETTLEMENT to the insured \$5000 for contents items. NEXT ACTION: Await MYI / Internal loss adjustment.
11/05/2011	[REDACTED]	09:40 AM From: WHITE, Dale Sent: Wednesday, 11 May 2011 9:40 AM To: CROSS, Margaret Subject: claim [REDACTED] Hi I have been requested by [REDACTED] to email you regarding an internal loss adjuster. This claim has been attended by our building consultant Stream on 2 occasions. The information provided back to us has been inconclusive & we are seeking to have one of our own loss adjusters attend. Can you please assign this. Due to the nature, can you request they contact me prior to contact & attendance with the insured.
10/05/2011	[REDACTED]	04:47 PM EFT

User: [REDACTED]

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Claim: [REDACTED] | CN: [REDACTED] | Pol: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] Technical Claims - Team E) | |

EFT not offered	
10/05/2011	<div>04:29 PM</div> <div>Action: Mrs Ins called wanting to speak with [REDACTED] as ins adv that she was expecting a call back before 4pm today. Outcome: Contacted HHC and trans call through to [REDACTED] to discuss. Next Action: HHC discussing claim with ins</div>
10/05/2011	<div>03:51 PM</div> <div>ACTION: Phone call to MYI regarding payment report 2 OUTCOME: Report has recommended payment for contents but this is first mention of contents & there is no schedule or acknowledgement of how contents were damaged. MYI to respond with further details.</div>
10/05/2011	<div>08:49 AM</div> <div>enquiry</div> <div>Action: Ins Diane has called wanting to speak to someone now as cannot wait for the call back. Outcome: Spoke to [REDACTED] in HH and transferred the ins through to discuss. Next action: await claim process.</div>

Claim: [REDACTED] | CN: [REDACTED] | Pol: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) |

09/05/2011	<div>09:52 AM</div> <div>[REDACTED] Sent: Monday, 9 May 2011 9:52 AM To: RACQI HH Team E Subject: [REDACTED] [REDACTED] Ins: DIANE CECILIA CROWTON DoL: 10/01/2011 St: Open Adj: [REDACTED] Caller's Name: Diane Crowton Best Contact Number [REDACTED] Phone Message: please contact insured regarding progress of claim & would like to get some straight answers and would like to be called as she has not had much communication</div>
29/04/2011	<div>10:45 AM</div> <div>CALL FROM INSURED ACTION: Received call from Insured - Diane - querying progress. OUTCOME: Checked MYIF and Stream database. Stream have forwarded their report to MYIF on 21/04/11. Advised Insured I will follow up. Insured has also requested I call her back. Phoned Melody at MYIF. Melody is [REDACTED] (MYIF assessor) assistant - Ph [REDACTED] She advised they have received the Stream report and it is being reviewed. She is just awaiting [REDACTED] (assessor) to come back into the office. [REDACTED] y advised she will get [REDACTED] or [REDACTED] to call Insured either this afternoon or Monday. Report will follow shortly after. Phoned Insured back and advised of above. Insured very happy with the fact she has been provided with an update. I have advised her if MYIF do not call her as promised for her to call us back and we will follow it up. She will do so. NEXT ACTION: - Awaiting next report from MYIF.</div>
29/04/2011	<div>10:42 AM</div> <div>Ins: DIANE ACTION: INS called wishing to speak with claims officer OUTCOME: Contacted and trans INS to [REDACTED] HH NEXT ACTION: HH to follow up with INS</div>

Claim: [REDACTED] | CN: [REDACTED] Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) |

18/04/2011	[REDACTED] 04:19 PM	Progress ACTION: Received call from Mrs insd requesting an update on claim OUTCOME: Advised that [REDACTED] had requested a causation report from Stream through MYI and we are now awaiting this to be provided to us. Mrs insd not happy with Stream at all and said she is going to ring them direct. NEXT ACTION: Await MYI Report Await Stream Report
15/04/2011	[REDACTED] 09:36 AM	ACTION: Review and approve new payment OUTCOME: Approved payment to MYIF for L/A fees \$214.50 NEXT ACTION: Await MYI Report Await Stream report
15/04/2011	[REDACTED] 09:04 AM	Contacted MYI Dubbo ACTION: Contacted MYI Dubbo to have them re open their file OUTCOME: SPOKE to [REDACTED] i have requested Lee to reopen their file as we are still waiting on Streams recommendation in relation to the building - I requested Lee to contact Stream today to find out what is happening with their report NEXT ACTION: Await MYI Report Await Stream report
15/04/2011	[REDACTED] 07:43 AM	INS called

Claim: [REDACTED] | CN: [REDACTED] | Ins: DIANE CECILIA CROWTON || DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) ||

		ACTION: SPOKE to Diane who was enquiring on progress OUTCOME: I advised i have received MYI recommendation for contents items but i need to wait to receive the report from Stream to advise of Causation before we are able to cash settle the contents. Diane also advised she was not happy with Stream when they attended, Diane has spoken with MYIF in regards to this claim. They advised her that stream were to include the exterior tiles outside the back door in our SOW -original quote for this when this was installed was ~\$1000. She advised that she has obtained a quotation for \$500 from Andersens to have tiles steam cleaned - special price for flood affected homes. The customer advised that she has had a builder from a community flood initiative attend site and advised that half of the plaster sheet downstairs should be removed and replaced as water went approx. 18inches up wall. NEXT ACTION: Contact MYI to follow up with Stream
15/04/2011	[REDACTED] 07:33 AM	
Validate invoice		ACTION: Recieved MYI additional fees OUTCOME: Payment \$214.50 NEXT ACTION: Await Stream report
15/04/2011	[REDACTED] 07:32 AM	
Validate invoice		ACTION: Recieved Invoice from Mainlands hardware for Orange pump Minipak OUTCOME: Invoice \$257.00 NEXT ACTION: Await Stream Invoice
15/04/2011	[REDACTED] 07:22 AM	
Validate Quote		

Claim: [REDACTED] | CN: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

ACTION: Quotes received from insured for OUTCOME: Treadmil \$770.00, Propelling Wheel Chair \$440.50 NEXT ACTION: Await Stream Report	
15/04/2011	[REDACTED] 07:20 AM Review and action report ACTION: Recieved MYI Payment/Progress report no 3 OUTCOME: Recommending cash settlement of \$8779.00 less \$300.00 xs = \$8479.00 for contents items UNABLE to make payment until we receive Stream report advising of Causation NEXT ACTION: Await Stream Report
14/04/2011	[REDACTED] 04:38 PM Action: Ins called again to speak with HHC Outcome: Contacted HhC and trans call through to discuss the claim Next Action: HHC to discuss update of claim with ins
14/04/2011	[REDACTED] 02:32 PM From: [REDACTED] [REDACTED] Sent: Thursday, 14 April 2011 2:27 PM To: RACQI HH Team E Subject: [REDACTED] Name: Diane Authorised: Yes Claim Manager: Rani Best Contact Number: [REDACTED] Regarding: Wants update on claim ¿ When advising her of the call back procedure she requeste a call this arvo. I adv her that I couldnt give her a timeframe or guarantee that it will be this arvo as I didnt know the case load of her CM, but I would advise the CM of her request. Thererfore, she will be ringing back at 3.30 if she hasnt heard from anyone. Kind Regards,

User: [REDACTED]

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09/09/2011 06:39 PM

Claim: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

14/04/2011	[REDACTED] 02:23 PM	Enquiry - Ins ACTION: Mrs ins called re progress of claim. OUTCOME: Trans through to [REDACTED] in HH to discuss NEXT ACTION: HH to discuss with ins
01/04/2011	[REDACTED] 03:54 PM	DIANA FROM STREAM CALLED ACTION - Diana called wanting to speak to someone in HHC re conditions found to the building upon loss adj appt OUTCOME - trf Diana to speak to [REDACTED] in Team E NEXT ACTION - HHCO to determine
16/03/2011	[REDACTED] 01:46 PM	Hydrology Review Action: Hydrology investigation completed. Outcome: MYIF/Stream have been advised that WHERE THE CLAIM PRESENTS as flash flood as the cause, indemnity will be granted by the flash flood peril and subject to appropriate policy limits, subject to the conditions of the PDS. Next Action: MYIF/Stream to contact customer and progress claim in accordance with the terms and conditions of the PDS. If the claim does not present as flash flood, MYIF to report recommendations accordingly
11/03/2011	[REDACTED] 10:23 AM	

User: [REDACTED]

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Claim: [REDACTED]

| CN: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

Called Diane

ACTION Rang Diane. I introduced myself. Advised hydrology information is now to hand. CM will contact insured to advise outcome on conclusion. Advised no time frame available for this but to call RACQI back if not heard anything after 2 weeks. Apologised for the delay and thanked the insured for their patience. OUTCOME N/A NEXT ACTION CM to contact insured on conclusion of outcome.

10/03/2011

[REDACTED]
04:37 PM

CALL FROM INSURED

ACTION: Received call from Insured - Diane. Insured is getting frustrated with the wait and feels like she is being told the same thing over and over again. OUTCOME: Have reassured the Insured that we are now in receipt of hydrology information and are in the process of reviewing the information for each region and then reviewing each claim. Explained I can't give an exact time frame at this point - she will call back in 2 weeks if she has not heard from us. NEXT ACTION: - Awaiting hydrology information.

10/03/2011

[REDACTED]
04:33 PM

ACTION: Received call from Ins. OUTCOME: N/A NEXT ACTION: Transferred call to [REDACTED]

10/03/2011

[REDACTED]
04:22 PM

Ins Called

ACTION: Ins Diane called as she has been waiting for a call back from HHC today. OUTCOME: Transferred call through to HHC. NEXT ACTION: Claim review and HHC to discuss.

User: [REDACTED]

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Claim: [REDACTED] | [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

Claim: [REDACTED] | CN: [REDACTED] | Pol: [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] Technical Claims - Team E) | |

09/03/2011	[REDACTED] 04:59 PM ACTION: Ins called OUTCOME: Spoke to Mrs Ins who is quite desperate for a claim update. She has been living without hot water for 2 months and would like a call back ASAP. Best contact number is home number [REDACTED]. NEXT ACTION: Awaiting further reports.
09/03/2011	[REDACTED] 04:58 PM Ins Contact - Claim Decision ACTION: Ins Diane phoned to ask if claim accepted. OUTCOME: Trans to h/c team E to discuss. NEXT ACTION: follow up next report.
21/02/2011	[REDACTED] 04:36 PM ACTION: Received MYI Freemans Report Fee Invoice OUTCOME: PAY MYI Freemans \$550 NEXT ACTION: AWAIT Loss Adj Report AWAIT Hydrology Information
27/01/2011	[REDACTED] 01:53 PM Update ACTION: RECEIVED call from Mrs Insured wherein she advised that upon advising the loss adjuster who her insurer was, that this would be considered flood. I advised that is not the case, and that we are obtaining loss adjusting reports as well as hydrologist reports prior to making a decision based on the PDS. The Insured advised that they were inundated with water on the Sunday and Monday, then the flood hit on

User: [REDACTED]

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Claim: [REDACTED] | [REDACTED] | Pol: 1 [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

		the Tuesday. Insured advised that they were able to see the wall of water coming down the range. Insured then advised that they were covered back in 2008 for surge, and that they should be covered this time. I advised that it may have been flash flood or storm water run-off not surge, to which she responded "no". I again reassured the Insured that upon receipt of all the required reports, we would make contact to discuss. RECEIVED site report from MYIF advising that 5 rooms have suffered damage, as well as damage to numerous contents items. Indemnity is under evaluation. OUTCOME: UPDATED reserves. NEXT ACTION: PURSUE hydrologist report, and next report from MYIF.
27/01/2011	[REDACTED] 01:30 PM	
Ins Diane called		ACTION: ins called to adv her house flooded before the creeks overflowed- l/a said was a flood but ins beleives it was not and was told can get hydrologists out OUTCOME: call transf through to [REDACTED] in hhc NEXT ACTION: [REDACTED] to ducuss with ins
21/01/2011	[REDACTED] 02:33 PM	
Progress		ACTION: Approved claim estimate OUTCOME: N/A NEXT ACTION: Await l/adj report
16/01/2011	[REDACTED] 10:26 AM	
DIANE CECILIA CROWTON		ACTION:ins called re time frame for loss adj as needs to dsicard contents items OUTCOME:adv ins to do whatever is necessary and keep photos and detailed list NEXT ACTION:await list of contents items and

Claim: [REDACTED] | CN: [REDACTED] | Pol: [REDACTED] Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St: Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

loss adj report	
13/01/2011	[REDACTED] 07:16 AM
FOLLOW UP	ACTION Ins advised needs to buy new pump - will give invoice to LA OUTCOME N/A NEXT ACTION LA report
12/01/2011	[REDACTED] 07:17 PM action claim details sent to MYI outcome nil next action: -await MYI report
11/01/2011	[REDACTED] 03:43 PM
Landing Page Details	Claim Summary Claim Number is [REDACTED] has been successfully saved. Reporter Name: DIANE CECILIA CROWTON Insured Name: DIANE CECILIA CROWTON Team Assignment: Major Event Non Case Managed Claim Excess: \$300 (Please explain payment method) Insured advised that in the past 5 years, they or anyone on the policy has not been convicted of a criminal offence. Declaration accepted Claim Under Investigation Due to the particular circumstances of your claim, a claims specialist will be in contact to further discuss and progress your claim

Claim: [REDACTED]

| CN: [REDACTED] | Pol: 1 [REDACTED] | Ins: DIANE CECILIA CROWTON | | DoL: 10/01/2011 | St:
Closed | Adj: [REDACTED] (Technical Claims - Team E) | |

User: [REDACTED]

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Exhibit 7



Quick search: Claim No.

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- [Circumstances](#)
- [Policy details](#)
- [Policy issues](#)
- [Risk analysis](#)

Financial

- [Extent of loss](#)
- [Payments](#)
- [Adjuster fees](#)

People

- [Cerno claim team](#)
- [Insured details](#)
- [Client details](#)
- [Third parties](#)
- [Associated parties](#)

[Reports & attachments](#)[Full claim history](#)[Service performance](#)**Storm - Closed****Insured:** CROWTON, Diane Cecilia**Reserve:** \$8,479.00**Your Ref:** [REDACTED]**Cerno R** [REDACTED]**Assigned to:** Gold Coast Claims Unit, [REDACTED]**Office:** Toowoomba**Policy response:** Acceptance confirmed by Insurer**Actions**

- [Add to watch list](#)
- [Create file note](#)
- [Printer friendly](#)

Full claim history

Date	Type	Description
23-05-11	Report	Final Payt Report no Three
23-05-11	Letter	Property Loss Schedule
10-05-11	File Note	RACQ phoned in - [REDACTED]
04-05-11	Attachment	Additional stream report
04-05-11	Report	First Report
02-05-11	File Note	Phoned insured.
29-04-11	Letter	Approval direct to Insurers to Stream
29-04-11	Attachment	Stream first report
29-04-11	Photo	Stream photos
29-04-11	Attachment	Stream scope of works
15-04-11	PPA	Present Position Advice (email) by [REDACTED]
15-04-11	File Note	Phone call to stream
15-04-11	File Note	Phone call from RACQ
15-04-11	File Note	Claim to be re opened - ASAP
25-03-11	File Note	Phone Out - [REDACTED] of Stream
25-03-11	File Note	Acceptance as Flashflood and stormwater run off by RACQ
25-03-11	Fee	Fee for RACQ Insurance Brisbane
09-03-11	File Note	Phone out to Stream Group
07-03-11	PPA	Present Position Advice (email) by [REDACTED]
14-02-11	PPA	Present Position Advice (email) by [REDACTED]
14-02-11	Letter	Provider Request - Hydrologist
09-02-11	Letter	Provider Request - Stream
08-02-11	Quote	Quote - Evocare
08-02-11	Quote	Invoice - Plain land's Hardware & Rural Centre
08-02-11	Quote	Quote from Onsite Electrical
30-01-11	Payment	Payment for MYIF Fee
30-01-11	Fee	Fee for RACQ Insurance Brisbane
19-01-11	Report	First Assess RACQ Site Report
13-01-11	QuickAck	Acknowledgement (email) by [REDACTED]
13-01-11	Attachment	Claim Instructions
13-01-11	File Note	Phone out - Insured

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Quick search: Claim No.

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File index

➤ Claim summary

Assessment

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- Policy details
- Policy issues
- Risk analysis

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- Extent of loss
- Payments
- Adjuster fees

People

- cerno claim team
- Insured details
- Client details
- Third parties
- Associated parties
- Reports & attachments
- Full claim history
- Service performance

Storm - Closed

Insured: CROWTON, Diane Cecilia

Reserve: \$8,479.00

Your Ref:

Cerno Ref: TO028969

Assigned to: Gold Coast Claims Unit,

Office: Toowoomba

Policy response: Acceptance confirmed by Insurer

Actions

- Add to watch list
- Create file note
- Printer friendly

File note details

Title: Phone out - Insured

Date: 13-01-11

Author:

Spoke to insured - Bottom of house sustained water damage which consists of main bedroom and second living area. They have got all the water out and her husband has gyrenyed. They have taken photos and she is making a list of the contents items.

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- Insured details
- Client details
- Third parties
- Associated parties
- Reports & attachments
- Full claim history
- Service performance

Storm - Closed

Insured: CROWTON, Diane Cecilia

Reserve: \$8,479.00

Your Ref: [REDACTED]

Cerno Ref: TO028969

Assigned to: Gold Coast Claims Unit, [REDACTED] **Office:** Toowoomba

Policy response: Acceptance confirmed by Insurer

Actions

- Add to watch list
- Create file note
- Printer friendly

File note details

Title: Phoned insured.

Date: 02-05-11

Author: [REDACTED]

Spoke with insured who advised that she was concerned about the broken tiles outside the dwelling, advised Mrs Crowton that we would take up the issue with stream.

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Exhibit 8



Claims

Reports

Watchlist

Logout

Details Summary

Your Ref #

Jump To

Logged In :

Company Name :
RACQI

Name: Diane Cecilia Crowton **Enq No:** E30267 / **Your Ref:** **Job No:** S3867 **Buildassist**
Best Ph: **Reference:** **Status:** Repairer Paid **Add To WatchList**
Home Ph: **Email:** **Start Date:** 09/06/2011 **Event Code:** CAT116
Mobile: **Assigned To :** Diana Pollok **Completion Date:** 17/06/2011 **Automated**
Case Manager : Diana Pollok



Claim Details

Reports

Estimates

Job

Communications

Attachments

Audit

Claim Details

Client Reference	:		Our Ref	:	E30267
Client	:	RACQ Insurance Limited	Last Updated	:	06/06/2011
Current Status	:	REPAIRER PAID	Date of Loss	:	10/01/2011
Event	:	Storm	Policy Expiry	:	00/00/0000
Policy Inception	:	00/00/0000	Policy Type	:	
Policy Number	:		Contents Sum Insured	:	\$42,000.00
Building Sum Insured	:	\$189,000.00	Content Excess	:	\$0.00
Building Excess	:	\$300.00			

Client Department

Name : MYI Freemans
Locality : Brisbane

Loss Adjuster

Name :
Phone No :

Customer Details (Primary Contact)

First Name : Diane Cecilia
Surname : Crowton
Contact Name : Diane Cecilia Crowton
Best Phone :
Home Phone :
Work Phone :
Mobile Phone :
Email : workaround@streamgroup.com.au
Site Address : Cobblestone Lane Laidley Qld 4341

Customer Details (Secondary Contact)

Relationship :
First Name :
Surname :
Best Phone :
Home Phone :
Work Phone :
Mobile Phone :
Email :
Postal Address : Cobblestone Lane Laidley Qld 4341

Other Details

Region : [QLD] Toowoomba
Customer Notes

Job Description

building damage

Client Instruction Details

Severity of Damage: Partially damaged - major
 What is damaged: Doors Patio
 No of rooms affected: 5
 Square metres affected
 Service requested on behalf of the Insurer Scope of Works

Client Instruction(s)

Client Instruction Added by Diana Pollok on 15/02/2011 11:28:21

Date	Created By	Action	Notes:	Notified
15/02/2011 11:28:17	Diana Pollok	Claim Created	First Assigned to Diana Pollok	
15/02/2011 11:28:17	Diana Pollok	STATUS CHANGED: NEW INSURANCE CLAIM		Diana Pollok
15/02/2011 11:28:21	Diana Pollok	Client Instructions added	Client Instructions added	Nobody
15/02/2011 11:28:21	Diana Pollok	Reserve and Payment Summary Created		Nobody
15/02/2011 11:48:27	Diana Pollok	CALL TO CUSTOMER	Phoned insured to advise of our involvement in claim, phone rang out	Nobody
15/02/2011 11:48:28	Diana Pollok	STATUS CHANGED: NEW ENQUIRY		Nobody
15/02/2011 11:48:28	Diana Pollok	Reserve and Payment Summary Created		Nobody
15/02/2011 11:49:42	Diana Pollok	EMAIL TO CLIENT- CLAIM ACKNOWLEDGEMENT Sent	<p>From: [REDACTED] To: s [REDACTED] Subject: Claim Acknowledgement::Our Ref [REDACTED] Customer: Diane Cecilia Crowton Content : Dear Claims,</p> <p>We confirm that we have received the above claim</p> <p>We have contacted the customer as required and actioned any makesafes/specialist reports requested Our further advice will follow in due course.</p> <p>Many Thanks,</p> <p>Diana Pollok Case Manager Stream Buildassist Ph: 1300 766 980</p>	Nobody
15/02/2011 11:49:42	Diana Pollok	STATUS CHANGED: APPOINTMENT REQUIRED		Nobody
02/03/2011 10:36:53	[REDACTED]	EMAIL TO CLIENT- PROGRESS UPDATE Sent	<p>From: [REDACTED] To: stream@myfreemans.com.au Subject: Your Ref [REDACTED] Diane Cecilia Crowton Content : Dear Claims Team ,</p> <p>YOUR REF: [REDACTED] STREAM REF: E30267</p> <p>The current status of the above claim is as follows: We have made initial contact with the customer, and are currently awaiting our bookings team to contact the customer to make a time for our consultant to attend</p> <p>We will advise further when this appointment has been booked</p> <p>Many Thanks,</p> <p>Stream Claims Team</p> <p>No call made, awaiting bookings team to contact</p> <p>Appointment Date : 15/03/2011 Start Time : 08:00 am End Time : 12:00 pm Notes : Consultant is booked to attend site on 15/03 between 8am-12pm Appointment Type : Building Only Booked with : [REDACTED]</p> <p>Consultant is booked to attend site on 15/03 between 8am-12pm</p> <p>Previous Assignee : [REDACTED] New Assigned : [REDACTED]</p> <p>Consultant is booked to attend site on 15/03 between 8am-12pm</p> <p>From: admin@streamgroup.com.au To: stream@myfreemans.com.au Subject: Booking Confirmation: YOUR REF: [REDACTED] Content : Dear Claims Team,</p> <p>STREAM REF: E30267 CLIENT REF: [REDACTED] CLIENT NAME: Diane Cecilia Crowton</p> <p>Our consultant is booked to attend site on 15/03 between 8am-12pm</p> <p>Kind regards,</p> <p>Stream buildassist" Claims Team</p>	Nobody
05/03/2011 16:29:24	[REDACTED]	CALL TO CUSTOMER		Nobody
09/03/2011 14:11:21	[REDACTED]	APPOINTMENT BOOKED		Nobody
09/03/2011 14:11:21	[REDACTED]	STATUS CHANGED: APPOINTMENT MADE		Brett Holt
09/03/2011 14:11:22	[REDACTED]	ASSIGNEE CHANGED		Nobody
09/03/2011 14:11:49	[REDACTED]	CALL TO CUSTOMER		Nobody
09/03/2011 14:12:23	[REDACTED]	EMAIL TO CLIENT - BOOKING CONFIRMATION Sent		Nobody
15/03/2011 09:55:04	[REDACTED]	STATUS CHANGED: INSPECTED		Nobody
15/03/2011 09:55:04	[REDACTED]	APPOINTMENT COMPLETED	<p>Appointment Date : 15/03/2011 08:00 am Notes :</p>	Nobody
15/03/2011 12:01:46	[REDACTED]	Main Estimate Created		Nobody
15/03/2011 12:02:03	[REDACTED]	New Report Created		Nobody
15/03/2011 12:05:09	[REDACTED]	STATUS CHANGED: ESTIMATE READY		Brett Holt
18/03/2011 05:42:38	[REDACTED]	ASSIGNEE CHANGED	Previous Assignee : [REDACTED]	Nobody

18/03/2011 05:42:38		STATUS CHANGED: REVIEW REPORT	New Assigned : QR	Stream Admin
25/03/2011 10:15:51		CALL FROM CUSTOMER	Customer phoned to advise she has already had the hot water system replaced for approx. \$400. Customer will fax through invoice.	Nobody
25/03/2011 11:19:57		CALL FROM CUSTOMER	Diane called to say that she has spoken with MYIF in regards to this claim. They advised her that stream were to include the exterior tiles outside the back door in our SOW -original quote for this when this was installed was ~\$1000. She advised that she has obtained a quotation for \$500 from Andersens to have tiles steam cleaned - special price for flood affected homes. The customer advised that she has had a builder from a community flood initiative attend site and advised that half of the plaster sheet downstairs should be removed and replaced as water went approx. 18inches up wall. Need to refer this to Pam/Zephyr on how we should proceed.	Nobody
29/03/2011 08:48:14		APPOINTMENT BOOKED	Appointment Date : 01/04/2011 Start Time : 10:00 am End Time : 02:00 pm Notes : Consultant is booked to attend site on Friday 01/04 between 10am-2pm. Re-inspection per MYIF instructions to include in scope exterior tiles outside back door and also determine if plasterboard downstairs requires replacement as it has had 18ln of flooding. Appointment Type : Building Only Booked with : [REDACTED]	Nobody
29/03/2011 08:48:15		ASSIGNEE CHANGED	Previous Assignee : QR New Assigned : Abraham El-Atem	Nobody
29/03/2011 08:48:43		CALL TO CUSTOMER	Consultant is booked for re-inspection on Friday 01/04 between 10am-2pm.	Nobody
29/03/2011 08:49:52		EMAIL TO CLIENT - BOOKING CONFIRMATION Sent	From: admin@streamgroup.com.au To: stream@mylifreemans.com.au Subject: Booking Confirmation: YOUR REF: [REDACTED] Content : Dear Claims Team, STREAM REF: E30267 CLIENT REF: [REDACTED] CLIENT NAME: Diane Cecilia Crowton Our consultant is booked to attend on Friday 01/04 to re-inspect property Kind regards, Stream buildassist™ Claims Team	Nobody
29/03/2011 08:50:06		STATUS CHANGED: ESTIMATE READY		Nobody
29/03/2011 16:02:06		APPOINTMENT MODIFIED	Appointment Date : 01/04/2011 Start Time : 10:00 am End Time : 02:00 pm Notes : Consultant is booked to attend site on Friday 01/04 between 10am-2pm. Re-inspection per MYIF instructions to include in scope exterior tiles outside back door and also determine if plasterboard downstairs requires replacement as it has had 18ln of flooding. Appointment Type : Building Only Booked with : [REDACTED]	Nobody
29/03/2011 16:02:06		ASSIGNEE CHANGED	Previous Assignee : [REDACTED] New Assigned : [REDACTED]	Nobody
31/03/2011 20:26:30		New Report Created		Nobody
01/04/2011 17:43:54		STATUS CHANGED: INSPECTED	Additional works as noted would raise Reserve to 5-6k	Nobody
01/04/2011 17:43:54		APPOINTMENT COMPLETED	To be confirmed Appointment Date : 01/04/2011 10:00 am Notes : Additional works as noted would raise Reserve to 5-6k	Nobody
03/04/2011 10:20:50		Tax Invoice Professional Fees created	Addressed To : RACQ Insurance Limited [REDACTED] Logan Road EIGHT MILE PLAINS QLD 4113	Nobody
04/04/2011 10:05:27		CALL FROM CUSTOMER	Acknowledged note: Diane called to say that she has spoken with MYIF in regards to this claim. They advised her that stream were to include the exterior tiles outside the back door in our SOW -original quote for this when this was installed was ~\$1000. She advised that she has obtained a quotation for \$500 from Andersens to have tiles steam cleaned - special price for flood affected homes. The customer advised that she has had a builder from a community flood initiative attend site and advised that half of the plaster sheet downstairs should be removed and replaced as water went approx. 18inches up wall. Need to refer this to Pam/Zephyr on how we should proceed. Created by: [REDACTED] Created: 2011-03-25 11:19:57	Nobody
13/04/2011 09:03:52		New Report Created		Nobody
15/04/2011 09:49:23		CALL FROM CLIENT	[REDACTED] from MYIF Dubbo called to request we send this report to them asap Hey Di, can you please chase up your notes to Michael?	Diana Pollok
16/04/2011 15:03:55		STATUS CHANGED: REVIEW REPORT		QR
18/04/2011 16:29:26		CALL FROM CUSTOMER	Mrs Insured called to chase up report, wants claim looked at this year. Advised will chase up consultant and will submit report to MYIF asap.	Nobody
18/04/2011 16:46:23		CASE MANAGER CHANGED	Previous Case Manager : General Claim New Case Manager : Diana Pollok	Nobody
19/04/2011 11:05:17		Reserve and Payment Summary Created		Nobody
19/04/2011 11:05:17		Report File Generated	First Report - Storm	Nobody

19/04/2011 11:08:07	Diana Pollok	EMAIL TO CLIENT - REPORT ONLY - TAX INVOICE TO FOLLOW Sent	<p>for Main Estimate with CUSTOMER REPAIRS , PRELIMINARIES , BATHROOM , LIVING AREA , TOILET , BEDROOM 1 , ROOM UNDER FRONT DECK and HALLWAY Total : \$1,867.80-</p> <p>From: [REDACTED] To: stream@mylifreemans.com.au Subject: REPORT: CLAIM NO: [REDACTED] Content : Dear Claims Team,</p> <p>CLIENT NAME: Diane Cecilia Crowton STREAM REF:E30267 CLIENT REF: [REDACTED]</p> <p>We refer you to the abovementioned matter.</p> <p>Please find attached our report. No tenders called for until we get your further instructions.</p> <p>Our tax invoice will follow shortly.</p> <p>Kind regards,</p> <p>Diana Pollok Stream buildassist™ Claims Team</p> <p>=====</p> <p>ATTACHMENTS</p> <p>=====</p> <p>CAT116_Report_31012_46890.pdf</p>	Nobody
19/04/2011 11:08:08	Diana Pollok	STATUS CHANGED: REPORT SENT		Nobody
19/04/2011 11:08:23	Diana Pollok	STATUS CHANGED: AWAITING POLICY RESPONSE		Nobody
21/04/2011 08:58:31	Diana Pollok	New Report Created		Nobody
21/04/2011 09:05:16	Diana Pollok	Reserve and Payment Summary Created		Nobody
21/04/2011 09:05:16	Diana Pollok	Report File Generated	Additional causation Information report - Subsequent Report-	Nobody
21/04/2011 09:06:04	Diana Pollok	EMAIL TO CLIENT - REPORT Sent	<p>From: [REDACTED] To: stream@mylifreemans.com.au Subject: YOUR REF: [REDACTED] Content : Dear Claims Team,</p> <p>STREAM REF: E30267 CLIENT REF: [REDACTED]</p> <p>We refer you to the abovementioned matter</p> <p>Please find attached our report for your consideration.</p> <p>Kind regards,</p> <p>Stream buildassist™ Claims Team</p> <p>=====</p> <p>ATTACHMENTS</p> <p>=====</p> <p>Subsequent_Report_31012_49450.pdf</p>	Nobody
03/05/2011 14:34:16	Diana Pollok	EMAIL TO CLIENT Sent	<p>From: [REDACTED] To: [REDACTED] Subject: Our Ref : E30267- Claim Ref [REDACTED] Client :Diane Cecilia Crowton Content : [REDACTED] as discussed,</p> <p>Cheers,</p> <p>Diana</p> <p>=====</p> <p>ATTACHMENTS</p> <p>=====</p> <p>Additional causation information report</p>	Nobody
04/05/2011 09:20:04	Diana Pollok	EMAIL FM CLIENT - ACCEPTANCE OF ESTIMATED RESERVE Added	<p>Description: Filename(s): 30267 pdf</p>	Nobody
04/05/2011 09:25:00	Diana Pollok	CALL FROM LOSS ADJUSTER	<p>s/w David from Dubbo MYIF. He will allow the cleaning of the tile grouting as believes water did go through house, and customer has limited mobility so couldn't have got to cleaning them herself promptly</p> <p>He will also recommend denial of the balance of the claim, and suggest review of house before offering renewal again considering extensive faults</p>	Nobody
04/05/2011 09:25:00	Diana Pollok	STATUS CHANGED: ACCEPTED		Nobody
04/05/2011 09:32:37	Diana Pollok	Tender Request Created	<p>A Tender Request for the Preliminaries, Room Under Front Deck, Bathroom, Hallway, Living Area, Toilet, Bedroom 1 In Main Estimate has been Created.</p> <p>With the following builders</p> <p>1. New Life Restorations</p>	Nobody
04/05/2011 09:32:39	Diana Pollok	BUILDERS STATUS CHANGED	<p>No. SUB-CONTRACTOR Current Status Previous Status</p> <p>1 New Life Restorations NEW TENDER</p>	Nobody
04/05/2011 09:34:55	Diana Pollok	CALL TO REPAIRER	<p>s/w Warren at New Life Restorations, they usually have to send one of their guys out to do an inspection report However, asked him to attempt quote based on our scope in view of the need to get this moving along to prevent further costs and to save himself time in dealing</p>	Nobody

			with issues that'll arise with customer if he goes out there	
04/05/2011 09:34:55	Diana Pollok	STATUS CHANGED: AWAITING TENDER		Nobody
04/05/2011 16:41:25		EMAIL FROM CUSTOMER Added	Description: Hot water system receipt Filename(s): Hot water system receipt - Crowton.pdf	Nobody
06/05/2011 11:12:29		Tender Request Submitted	A Tender Request from New Life Restorations For Main Estimate has been submitted	Diana Pollok
06/05/2011 11:12:29		STATUS CHANGED: TENDER COMPLETED	SUB-CONTRACTOR : New Life Restorations Current Status : TENDER COMPLETED Previous Status : NEW TENDER	Diana Pollok
06/05/2011 11:12:29		STATUS CHANGED: REVIEW TENDER	All Tenders Submitted	Nobody
06/05/2011 11:41:33	Diana Pollok	Tender Request Imported	The Tender Request for Main Estimate with the following categories PRELIMINARIES, ROOM UNDER FRONT DECK, BATHROOM, HALLWAY, LIVING AREA, TOILET, BEDROOM 1 has been accepted and Imported from New Life Restorations	Nobody
06/05/2011 11:54:55	Diana Pollok	CALL TO CLIENT	MYIF Dubbo ph () re excess - taken off contents.	Nobody
06/05/2011 11:56:44	Diana Pollok	ASSIGNEE CHANGED	Previous Assignee : New Assigned : Diana Pollok	Nobody
06/05/2011 11:56:44	Diana Pollok	STATUS CHANGED: ACCEPTED		Nobody
06/05/2011 11:57:12	Diana Pollok	STATUS CHANGED: AUTHORISED	Main Estimate Categories : PRELIMINARIES, ROOM UNDER FRONT DECK, BATHROOM, HALLWAY, LIVING AREA, TOILET, BEDROOM 1	Nobody
06/05/2011 11:58:32	Diana Pollok	Builder Authorisation Created	A Builder Authorisation for Main Estimate has been Created. With New Life Restorations	Nobody
06/05/2011 11:58:32	Diana Pollok	Builder Report Generated	A Builder Report for Main Estimate has been generated For New Life Restorations	Nobody
06/05/2011 11:58:32	Diana Pollok	STATUS CHANGED: NEW JOB	SUB-CONTRACTOR : New Life Restorations Current Status : NEW JOB Previous Status : TENDER COMPLETED	Diana Pollok
06/05/2011 12:00:25	Diana Pollok	Customer Authorisation Letter created	Addressed To : Diane Cecilia Crowton Cobblestone Lane Laidley QLD 4341	Nobody
06/05/2011 12:02:52	Diana Pollok	Authorisation Recieved	Authorisation Recieved Document Added	Nobody
06/05/2011 12:02:56	Diana Pollok	CONTRACT SENT		Nobody
06/05/2011 12:02:56	Diana Pollok	STATUS CHANGED: AWAITING DOCS		Nobody
06/05/2011 15:38:58	Diana Pollok	CALL TO REPAIRER	Acknowledged notes :w Warren at New Life Restorations, they usually have to send one of their guys out to do an Inspection report. However, asked him to attempt quote based on our scope in view of the need to get this moving along, to prevent further costs, and to save himself time in dealing with issues that'll arise with customer if he goes out there. Created by : Diana Pollok Created : 2011-05-04 09:34:55	Nobody
10/05/2011 08:49:34		CALL FROM CUSTOMER	Diane called to ask why only the tiling work is mentioned on the scope of works. Advised her to contact RACQ as she has any concerns with why the rest of the works are not covered. She is very upset about this. She will call RACQ and then get back to us today	Nobody
10/05/2011 09:21:33		CALL FROM CUSTOMER	Diane called for () as she would not speak with anyone else. Transferred through.	Nobody
10/05/2011 09:23:00		CALL FROM CUSTOMER	Diane called back to say she has spoken to Dale at RACQ who will look at the report. She is going to inform MYIF also and call Diana tomorrow.	Diana Pollok
10/05/2011 17:07:56	Diana Pollok	EMAIL TO CLIENT Sent	From : To : Subject : Our Ref : Claim Ref Client :Diane Cecilia Crowton Content : Good afternoon. The insured has sent us the attached receipt for the replacement of the hot water system. As this item was not noted by our consultant we cannot confirm the cause of it's damage Perhaps you could discuss with the repairer Regards, ***** ATTACHMENTS ***** Hot water system receipt - Crowton pdf	Nobody
12/05/2011 10:13:54	Diana Pollok	CALL FROM CUSTOMER	Lengthy conversation, basis of which she's upset at our consultant's stating faulty works all over the place, and that MYIF have sent RACQ their report in which Dale from RACQ has said there are discrepancies and will take some time to review and sort out. Left msg for Dale to call me to go through issues to try and speed up decision, as govt flood fund will give her money if claim denied. Diane will agree to scope of works as is in order to get tiles cleaned for now, on the basis that anything further allowed by RACQ can be added	Nobody
12/05/2011 11:52:02	Diana Pollok	Engineers Report created	Addressed To : Reid Consulting Engineers Pty Ltd 106 Herries St Toowoomba QLD 4350	Nobody
12/05/2011 11:52:03	Diana Pollok	STATUS CHANGED: NEW SPECIALIST REPORT	SUB-CONTRACTOR : Reid Consulting Engineers Pty Ltd Current Status : NEW SPECIALIST REPORT Previous Status :	Nobody
12/05/2011 11:53:19	Diana Pollok	ADDITIONAL CLIENT INSTRUCTIONS Added	Description: ok to appt engineer Filename(s): 30267.docx	Nobody

12/05/2011 11:55:15	Diana Pollok	CALL TO CUSTOMER	Advised appointing Reid Consulting for engineer inspection and report on cause and repairs required due to flooding. See my letter re further info requested.	Nobody
12/05/2011 11:58:30	Diana Pollok	EMAIL TO SPECIALIST Sent	<p>From: [REDACTED]</p> <p>To: mail@reidconsulting.com.au</p> <p>Subject: Stream Ref: E30267 / Customer: Diane Cecilia Crowton</p> <p>Content : Hi there.</p> <p>Please arrange inspection of insured property, and report on issues addressed in attached letter.</p> <p>Would you please be able to phone the insured in the next day or two to arrange appointment? The claim has dragged on unresolved for a long time now, and she's most keen to have your input in order to settle and finalise the matter</p> <p>Thanks very much!</p> <p>Diana, Stream.</p> <p>*****</p> <p>ATTACHMENTS</p> <p>*****</p> <p>Engineers Report</p> <p>Updated : 23/05/2011 08:58</p> <p>By :Diana Pollok</p> <p>Notes :f/up engineer</p>	Nobody
17/05/2011 11:44:25	Diana Pollok	CALL FROM CUSTOMER	Re engineer attendance. Phoned Reid Cons, Dimity will be phoning this and other customers today or early tomorrow once plan for inspections/locations worked out with [REDACTED]	Nobody
18/05/2011 10:47:31	[REDACTED]	CALL FROM CLIENT	Danielle called for an update on the reserve and payment.	Nobody
18/05/2011 11:33:33	Diana Pollok	CALL FROM CUSTOMER	<p>Acknowledged note:Diane called back to say she has spoken to Dale at RACQ who will look at the report. She is going to inform MYIF also and call Diana tomorrow</p> <p>Created by: [REDACTED]</p> <p>Created: 2011-05-10 09:23:00</p>	Diana Pollok
18/05/2011 11:39:44	Diana Pollok	CALL FROM CUSTOMER	<p>Acknowledged note:Lengthy conversation, basis of which she's upset at our consultant's stating faulty works all over the place, and that MYIF have sent RACQ their report in which Dale from RACQ has said there are discrepancies and will take some time to review and sort out. Left msg for Dale to call me to go through issues to try and speed up decision, as govt flood fund will give her money if claim denied</p> <p>Diane will agree to scope of works as is in order to get tiles cleaned for now, on the basis that anything further allowed by RACQ can be added.</p> <p>Created by: Diana Pollok</p> <p>Created: 2011-05-12 10:13:54</p>	Nobody
23/05/2011 08:59:07	Diana Pollok	EMAIL TO SPECIALIST Sent	<p>Acknowledged note:From: [REDACTED]</p> <p>To: mail@reidconsulting.com.au</p> <p>Subject: Stream Ref: E30267 / Customer: Diane Cecilia Crowton</p> <p>Content : Hi there</p> <p>Please arrange inspection of insured property, and report on issues addressed in attached letter</p> <p>Would you please be able to phone the insured in the next day or two to arrange appointment? The claim has dragged on unresolved for a long time now, and she's most keen to have your input in order to settle and finalise the matter.</p> <p>Thanks very much!</p> <p>Diana, Stream.</p> <p>*****</p> <p>ATTACHMENTS</p> <p>*****</p> <p>Engineers Report</p> <p>Updated : 23/05/2011 08:58</p> <p>By :Diana Pollok</p> <p>Notes :f/up engineer</p> <p>Created by: Diana Pollok</p> <p>Created: 2011-05-12 11:58:30</p>	Nobody
02/06/2011 08:45:38	Diana Pollok	SPECIALIST REPORT Added	Description: engineer's report Filename(s): 30267.pdf	Diana Pollok
02/06/2011 08:45:41	Diana Pollok	STATUS CHANGED: ACCEPTED		Diana Pollok
02/06/2011 15:17:21	[REDACTED]	STATUS CHANGED: SPECIALIST REPORT SUBMITTED	<p>SUB-CONTRACTOR : Reid Consulting Engineers Pty Ltd</p> <p>Current Status : SPECIALIST REPORT SUBMITTED</p> <p>Previous Status : NEW SPECIALIST REPORT</p>	Jaelle Milan
03/06/2011 08:41:56	[REDACTED]	LETTER FROM CUSTOMER Added	Description: Filename(s): document2011-06-03-075755.pdf	Diana Pollok
07/06/2011 09:50:09	[REDACTED]	INVOICE TO CLIENT Added	Description: Specialist Tax Invoice Filename(s): Inv00040916 Diane Cecilia Crowton Ref E30267.pdf	Nobody
07/06/2011 09:50:31	[REDACTED]	EMAIL TO CLIENT - TAX INVOICE Sent	<p>From: [REDACTED]</p> <p>To: [REDACTED]</p> <p>Subject: Tax Invoice: [REDACTED]</p> <p>Content : Dear Claims Team,</p> <p>STREAM REF: [REDACTED]</p> <p>CLIENT REF: [REDACTED]</p> <p>We refer you to the above mentioned matter.</p> <p>Please find attached our tax invoice(s) for your consideration</p>	Nobody

			Kind regards,	
			Stream BuildAssist™ Finance Team	
			***** ATTACHMENTS ***** Inv00040916 Diane Cecilia Crowton Ref E30267.pdf	
09/06/2011 10:12:10	Diana Pollok	STATUS CHANGED: AUTHORISED		Nobody
09/06/2011 10:14:34	Diana Pollok	Stream Contract Returned	Stream Contract Returned Document Added	Nobody
09/06/2011 10:14:57	Diana Pollok	STATUS CHANGED: AWAITING DOCS		Nobody
09/06/2011 10:15:10	Diana Pollok	STATUS CHANGED: READY TO START		Nobody
09/06/2011 10:15:30	Diana Pollok	STATUS CHANGED: AWAITING COMMENCEMENT	SUB-CONTRACTOR : New Life Restorations Current Status : AWAITING COMMENCEMENT Previous Status : NEW JOB	Diana Pollok
09/06/2011 10:37:37	Diana Pollok	New Report Created		Nobody
09/06/2011 10:51:06	Diana Pollok	Reserve and Payment Summary Created		Nobody
09/06/2011 10:51:06	Diana Pollok	Report File Generated	Engineer's report - Subsequent Report-	Nobody
09/06/2011 10:51:54	Diana Pollok	EMAIL TO CLIENT - REPORT Sent	From: [REDACTED] To: c [REDACTED] Subject: YOUR REF: [REDACTED] Content : Dear Claims Team, STREAM REF: [REDACTED] CLIENT REF: [REDACTED] We refer you to the abovementioned matter. Please find attached our report for your consideration Kind regards, Stream buildassist™ Claims Team ***** ATTACHMENTS ***** 30267.pdf Engineer's report	Nobody
16/06/2011 14:29:54	[REDACTED]	SPECIALIST REPORT added	Description: Details of Tax Invoice 1599	Nobody
16/06/2011 14:34:16	[REDACTED]	Repairs Tax Invoice created	Addressed To : Stream Group Aust Pty Ltd, P.O.Box 7128, Brendale, Qld 4500 from New Life Restorations	Nobody
17/06/2011 12:13:31	[REDACTED]	STATUS CHANGED: WORK IN PROGRESS / REPAIRS COMMENCED		Nobody
17/06/2011 12:13:49	[REDACTED]	STATUS CHANGED: WORK COMPLETE/REPAIRS COMPLETE		Nobody
17/06/2011 12:15:21	[REDACTED]	EMAIL FROM CLIENT	EMAIL CONTENT: -----Original Message----- From: RACQI HH Team E [mailto:HHTeamE@racql.com.au] Sent: Friday, 17 June 2011 9:20 AM To: [REDACTED] Subject: RE: YOUR REF [REDACTED] Thank you for your report. We confirm that we have denied the claim. We request you close your file & forward your final fee accordingly. Dale White Case Manager - Technical CAT 115/116 ***** This email refers to damage other than authorised acid cleaning which appears to be completed. [REDACTED] can you confirm this with the Insured and notify accounts that repairers invoice is on file :) [REDACTED] customer advised they have signed the customer satisfaction form from New Life Restoration and that, that is all we need to know!	Jackie Barrett
17/06/2011 12:34:31	[REDACTED]	CALL TO CUSTOMER		Nobody
17/06/2011 12:34:57	[REDACTED]	STATUS CHANGED: CUSTOMER SATISFIED		Nobody
17/06/2011 12:53:00	[REDACTED]	INVOICE TO CLIENT Added	Description: Filename(s): Inv00041826 Diane Cedlia Crowton E30267.pdf	Nobody
17/06/2011 12:53:16	[REDACTED]	EMAIL TO CLIENT - TAX INVOICE Sent	From: [REDACTED] To: [REDACTED] Sub: [REDACTED] Content : Dear Claims Team, STREAM REF: [REDACTED] CLIENT REF: [REDACTED] We refer you to the above mentioned matter. Please find attached our tax invoice(s) for your consideration. Kind regards,	Nobody

		Stream BuildAssist™ Finance Team		
		=====		
		ATTACHMENTS		
		=====		
		Inv00041826 Diane Cecilia Crowton E30267.pdf		
17/06/2011 12:54:05		STATUS CHANGED: PAID	SUB-CONTRACTOR : New Life Restorations Current Status : PAID Previous Status : AWAITING COMMENCEMENT	Diana Pollok
17/06/2011 12:54:05		STATUS CHANGED: REPAIRER PAID		Nobody
23/06/2011 09:39:24		Invoice Payment Recieved	Invoice 1 Payment Recieved on 22/06/2011	Nobody
23/06/2011 10:54:53		CHANGE OF START DATE	Previous start date : - New start date : 09/06/2011	Nobody
23/06/2011 10:54:59		CHANGE OF COMPLETE DATE	Previous complete date : - New complete date : 17/06/2011	Nobody
08/07/2011 09:06:55		Tax Invoice Professional Fees June created	Addressed To : RACQ Insurance Limited 2649 Logan Road EIGHT MILE PLAINS QLD 4113	Nobody

Exhibit 9

Chronology - regarding Mr and Mrs Crowton's claim

Date of contact	Mode of communication	Details of communication and events	Records available
10/1/11	Event	Mr and Mrs Crowton's home inundated by water.	
11/1/11	Telephone	Mrs Crowton calls RACQ Insurance to lodge her claim. Teleclaims operator takes brief details from Mrs Crowton and confirms that Mrs Crowton will be called back to complete the claim lodgement process within 24 hours.	Exhibits 4 and 5
11/01/11	Telephone	RACQ Insurance calls back Mrs Crowton and completes the claim lodgement process.	Exhibits 4, 5 and 6
12/01/11	Instruction	RACQ Insurance provides its instructions to MYI Freemans.	Exhibit 10
13/01/11	Telephone	Mrs Crowton calls RACQ Insurance to advise that she needs a new pump and will provide her invoice to the loss adjuster.	Exhibits 4, 5 and 6
13/01/11	Email	MYI Freemans emails RACQ Insurance confirming receipt of the instructions for loss adjustment.	Exhibit 11
13/01/11	Telephone	MYI Freemans telephones Mrs Crowton to arrange a site inspection.	Exhibit 7
16/01/11	Telephone	Mrs Crowton calls RACQ Insurance to enquire about time frames for a loss adjuster attending as she wishes to discard her contents. RACQ Insurance informs Mrs Crowton that they do not expect her to keep her damaged goods and that all she needs to do is take photos of the damage, compile a list of damaged contents and keep samples of carpets and curtains. Mrs Crowton is relieved at this news.	Exhibits 4, 5 and 6
19/01/11	Site inspection	MYI Freemans attends Mr and Mrs Crowton's property for the First Assessment. Mrs Crowton gives the loss adjuster a handwritten list of contents items damaged.	Exhibit 12
19/01/11	Report	MYI Freemans provides a report to RACQ Insurance relating to Mr and Mrs Crowton's claim.	Exhibits 14 and 15
27/01/11	Letter	RACQ Insurance's lawyers, Cooper Grace Ward, formally instruct Water Technology to investigate the cause of inundation in the Lockyer Valley (Water Technology had been formally engaged by RACQ Insurance around 14 January 2011).	Exhibit 16
27/01/11	Telephone	Mrs Crowton calls RACQ Insurance to express concern that her claim will be declined because the loss adjuster had attended and that she understood that he was of the opinion that it was flood. Mrs Crowton insists that the inundation was caused by surge. Mrs Crowton is told that no decision has been made on the cause of the inundation and this decision will be made on the basis of the hydrology report which is yet to be received.	Exhibits 4, 5 and 6

Date of contact	Mode of communication	Details of communication and events	Records available
15/02/11	Engagement	In accordance with RACQ Insurance's standing instructions, MYI engages Stream to carry out building management services in respect of Mr and Mrs Crowton's claim.	Exhibit 8
3/03/11	Report	Water Technology provides its initial report into the inundation in the lower Lockyer Valley (the part of the Lockyer Valley that Mr and Mrs Crowton's property had been categorised as being within). The report placed Mr and Mrs Crowton's claim in schedule A to that report indicating that the cause of the inundation to their property was rain that fell within 24 hours of the inundation.	Exhibit 17
09/03/11	Letter	RACQ Insurance receives legal advice from Cooper Grace Ward on the effect of the findings contained in Water Technology's report. I have been advised by RACQ Insurance's legal team that to provide details of that advice may waive legal professional privilege.	N/A
09/03/11	Telephone	Mrs Crowton calls RACQ Insurance and says she is anxious for an update. Her case manager is not available but a call back request is taken.	Exhibits 4, 5 and 6
10/03/11	Telephone	Mrs Crowton calls RACQ Insurance to follow up on the call back request asking to speak to her case manager who is not available. She is informed that the hydrology information has been received but is being reviewed. Mrs Crowton advises she will call back in two weeks.	Exhibits 4, 5 and 6
11/03/11	Telephone	RACQ Insurance calls Mrs Crowton to return call from previous day but advises there is still no time frame for a decision on the hydrology. Mrs Crowton explains that she is frustrated with the time it is taking to resolve her claim.	Exhibits 4, 5 and 6
14/03/11	Claim Decision	RACQ Insurance reviews report from Water Technology and advice from Cooper Grace Ward and determines that damage to Mr and Mrs Crowton's property suffered during the January 2011 flood event will be covered by the policy.	N/A
15/03/11	Site inspection	Stream attend Mr and Mrs Crowton's property to carry out the Second Assessment.	Exhibit 8
16/03/11	Email	RACQ Insurance emails MYI Freemans to confirm that Mr and Mrs Crowton's claim is for acceptance.	Exhibit 19
Unknown	Unknown	The decision to accept Mr and Mrs Crowton's claim for damage caused by the January 2011 flood event was communicated to Mr and Mrs Crowton.	
25/03/11	Telephone	Mrs Crowton calls Stream saying that she needed to replace the hot water system as a result of the flood and she would fax through a copy of the invoice for that work. These were faxed to Stream on 31 March 2011. Stream website says received by email on 4 May 2011 and was ultimately provided to RACQ Insurance on 10 May 2011.	Exhibit 8

Date of contact	Mode of communication	Details of communication and events	Records available
25/03/11	Telephone	Mrs Crowton again calls Stream advising she has spoken to MYI Freemans and expresses her desire that the exterior tiles be included in the scope of works. Mrs Crowton also reported damage to the plasterboard on the ground floor of the house.	Exhibit 8
29/03/11	Telephone	Stream calls Mrs Crowton to arrange for a second consultant to inspect the property.	Exhibit 8
31/03/11	Fax	Mrs Crowton faxes an invoice for her hot water system to Stream.	Exhibit 22
01/04/11	Site inspection	Stream attended Mr and Mrs Crowton's property to carry out the Third Assessment.	Exhibit 8
14/04/11	Telephone	Mrs Crowton calls RACQ Insurance to speak with household claims asking to speak with the case manager who is not available. A call back request is taken. Mrs Crowton asks to be called back that day. The RACQI operator advises her that she will pass on the request but can't make guarantees about timing.	Exhibits 4, 5 and 6
14/04/11	Telephone	Mrs Crowton calls RACQ Insurance as she has not received a call back. She is transferred through to her case manager who advises her that MYI have provided a recommendation for her contents claim but they are waiting on a report from Stream in relation to causation. Mrs Crowton indicates she was not happy with the standard of Stream and MYI's work.	Exhibits 4, 5 and 6
15/04/11	Email	MYI Freemans emails RACQ Insurance advising they have reactivated their file.	Exhibit 23
18/04/11	Telephone	Mrs Crowton calls RACQ Insurance for an update and is advised that RACQ Insurance are waiting on Stream's report. Mrs Crowton again suggests that she is not happy with the standard of Stream and MYI's work. She says she will contact Stream directly.	Exhibits 4, 5 and 6
19/04/11	Report	Stream provides to MYI Freemans a report into Mr and Mrs Crowton's claim.	Exhibits 24 and 25
21/04/11	Report	Stream provides a further report to MYI Freemans into Mr and Mrs Crowton's claim clarifying their findings in the 9 April 2011 report.	Exhibit 26
29/04/11	Telephone	Mrs Crowton calls RACQ Insurance to discuss the claim. RACQ Insurance check the MYI Freemans and Stream websites which indicate that the report has been prepared which is relayed to Mrs Crowton.	Exhibits 4, 5 and 6
29/04/11	Telephone	RACQ Insurance rings MYI Freemans who advise the report has been received and is being reviewed and will be provided early the following week. MYI Freemans also say they will call Mrs Crowton directly.	Exhibit 6
29/04/11	Telephone	RACQ Insurance rings Mrs Crowton to pass on the news that the report will be provided early the following week.	Exhibits 4 and 6

Date of contact	Mode of communication	Details of communication and events	Records available
02/05/11	Telephone	MYI Freemans call Mrs Crowton to discuss the assessment. In that call, Mrs Crowton said that she was concerned about the exterior tiles issue. MYI Freemans said that they would take up the issue with Stream.	Exhibit 7
04/05/11	Report	MYI Freemans provides a report to RACQ Insurance (dated 3 May 2011) based on Stream's findings. The report recommends that acid washing and cleaning be undertaken in respect of the insured's building claim relating to the floors in the lower level of the house. The report also confirms that the site has been visited by two different Stream consultants and that the second consultant agreed with the findings of the first consultant. Neither consultant was able to find any evidence of damage consistent with the levels of inundation as advised by the Insured. The report also raised a number of concerns regarding poor workmanship.	Exhibits 27 and 28
06/05/11	Letter	Stream sends letter to Mr and Mrs Crowton seeking their authorisation to carry out the cleaning work carried out in Stream's report.	Exhibit 29
06/05/11	Engagement	New Life Restorations is engaged to carry out the cleaning work recommended in Stream's report.	Exhibit 8
09/05/11	Telephone	Mrs Crowton calls RACQ Insurance for an update. A call back request is taken.	Exhibits 4, 5 and 6
10/05/11	Telephone	Mrs Crowton telephones Stream asking why only the cleaning of the tiles had been included in the scope of works. Mrs Crowton was told to call RACQ Insurance with any queries which she said she would do and then call back.	Exhibit 8
10/05/11	Telephone	Mrs Crowton calls RACQ Insurance for an update. She is transferred to household claims to discuss. RACQ Insurance says they have received the report and need to consider it and once they do they will call back.	Exhibits 4, 5 and 6
10/05/11	Telephone	Mrs Crowton makes a further call to Stream stating that she had spoken to RACQ Insurance and they had said they would review the report and get back to her.	Exhibit 8
10/05/11	Telephone	Mrs Crowton calls RACQ Insurance again and is transferred to the case manager to discuss the claim.	Exhibits 4, 5 and 6
11/05/11	Internal request	A RACQ Insurance household claims consultant makes a request for an internal loss adjuster (i.e. one employed directly by RACQ Insurance) to investigate the matter (this was ultimately not pursued given that an external engineering firm was more appropriate).	Exhibit 6
11/05/11	Letter	RACQ Insurance sends a letter to Mr and Mrs Crowton advising that RACQ Insurance is ready to partially settle their contents claim by making a progress payment of \$5,000.	Exhibit 31

Date of contact	Mode of communication	Details of communication and events	Records available
12/05/11	Telephone	Mrs Crowton calls Stream advising that she is upset with Stream's consultant's findings.	Exhibit 8
12/05/11	Telephone	Stream rings RACQ Insurance to suggest that an independent engineer be appointed to investigate Mr and Mrs Crowton's claims. It is agreed that the appointment of an independent engineer is appropriate.	Exhibits 4, 5 and 6
12/05/11	Letter	Stream engages Reid Consulting to carry out the Fourth Assessment.	Exhibit 32
18/05/11	Authorisation	Stream receives authorisation from Mr and Mrs Crowton to carry out the cleaning work recommended in Stream's report.	Exhibit 33
20/05/11	Telephone	Mrs Crowton calls RACQ Insurance and is happy that an engineer has been appointed but is concerned that she had been told RACQI did not have a complete list of contents because she gave one to MYI Freemans.	Exhibits 4, 5 and 6
23/05/11	Report	RACQ Insurance receives from MYI a document titled 'Property loss schedule' setting out the contents lost by Mr and Mrs Crowton during the January flood event and a document titled 'Final payment report' recommending a cash settlement of the contents claim for \$8,314.85.	Exhibit 34, 35, 36
26/05/11	Site inspection	Reid Consulting carries out the Fourth Assessment at Mr and Mrs Crowton's property.	N/A
31/05/11	Report	Reid Consulting provides its report to Stream.	Exhibit 37
1/06/11	Telephone	Mrs Crowton calls RACQ Insurance to discuss the settlement for hot water system. RACQ Insurance advises that they will cash settle for the hot water system. Mrs Crowton also expressed her disappointment with the process relating to her building claim.	Exhibits 4, 5 and 6
02/06/11	Letter	RACQ Insurance sends a letter to Mr and Mrs Crowton advising that they are ready to settle the balance of the Contents claim and the repairs to the hot water system by making a further payment of \$3,726.85.	Exhibit 40
08/06/11	Telephone	Mrs Crowton makes general enquiry with RACQ Insurance Teleclaims relating to Government forms she is completing.	Exhibits 4, 5 and 6
09/06/11	Report	Stream provides Reid Consulting's report to RACQ Insurance.	Exhibits 42 and 43
14/06/11	Telephone	Mrs Crowton calls RACQ Insurance household claims to explain she was applying for Premier's Relief Fund but is waiting on a decision from RACQ Insurance. She is told that an engineer's report is pending and is then transferred to a case manager.	Exhibits 4, 5 and 6

Date of contact	Mode of communication	Details of communication and events	Records available
14/06/11	Claim decision	RACQ Insurance considers the report from Reid Consulting and determines that Mr and Mrs Crowton' claim, as it relates to building damage, was not one for acceptance.	Exhibit 6
17/06/11	Telephone	Mrs Crowton calls RACQ Insurance for an update on her claim and is informed that the engineer report means that her claim will not be accepted. Mrs Crowton expresses her disappointment and states that she believes the report was prepared only for the benefit of RACQ Insurance and is then transferred to the case manager.	Exhibits 4, 5 and 6
17/06/11	Letter	RACQ Insurance sends a letter to Mrs Crowton advising of declinature of claim and providing copy of engineer's report.	Exhibit 44
17/06/11	Telephone	Mrs Crowton calls RACQ Insurance to confirm whether the treadmill has been included in the settlement and is advised that it is, and is then transferred to case manager.	Exhibits 4, 5 and 6
20/06/11	Telephone	Mrs Crowton calls RACQ Insurance to find out when the declined letter and engineer's report were posted and is told they were posted on Friday and is then transferred to case manager.	Exhibits 4, 5 and 6
20/07/11	Letter	Legal Aid Queensland writes to RACQ Insurance to request documents for the purposes of making an IDR complaint on behalf of Mrs Crowton.	Exhibit 45
22/07/11	Letter	Cooper Grace Ward Lawyers, on behalf of RACQ Insurance, sends a letter to Legal Aid providing documents requested by them.	Exhibit 46
15/09/11	Letter	Legal Aid Queensland sends to RACQ Insurance and Cooper Grace Ward a letter setting out the basis of Mr and Mrs Crowton's complaint for the purposes of the IDR review.	Exhibit 47

Exhibit 10

Loss Adjustment Verification Sheet



SEP_Assessment Report

Risk Details

Risk inception: 25 January 2006
Period from: 25 January 2011 TO 25 January 2012

Product: Household Insurance
PDS Version: [REDACTED] RACQI Household Insurance PDS

Risk address: [REDACTED] COBBLESTONE LANE, LAIDLEY QLD 4341

Occupancy Type: Owner Occupied
Unoccupied from: TO

Claim Contact Details

Claim Number: [REDACTED]
Incident Party: DIANE CECILIA CROWTON
Primary contact: DIANE CECILIA CROWTON
Relationship to insured: Insured

Contact numbers:
Home
Work
Mobile
Other

Postal address: [REDACTED] COBBLESTONE LANE, LAIDLEY SOUTH QLD 4341

Claim Details

Date of loss: 10 January 2011
Date reported: 11 January 2011
Loss Address: [REDACTED] COBBLESTONE LANE, LAIDLEY QLD 4341

Loss Cause: Storm/Flash Flood and Stormwater Runoff

Description of loss:

Insured advised due to the flash flood the water has entered the bottom of the property. Insured has pumps downstairs pumping the water out.

Excess

Total	Standard	Compulsory	Other
\$300.00	\$0.00	\$0.00	\$300.00

Policy Coverage

Coverages	Sum Insured
Building	\$189,000.00
Contents	\$42,000.00
Contents Away From Home	\$350.00

Optional Coverages

Motor Burnout option (Contents)
Advance Cover (Contents)
Glass Cover (Contents)
Motor Burnout option (Building)
Advance Cover (Building)
Glass Cover (Building)

Listed / Specified items

Items	Type	Sum Insured
FUJI FINEPIX DIGITAL CAMERA SN 42L26176	Specified	\$350.00

Background & Policy Details

Building Details

Building Type	House
Wall Type	Wood
Roof Type	
Year build	1964
Under construction	Not under construction
Mortgagee	N/A

Average weekly rent:	N/A
Property under Rental Agreement:	No
Property Professionally Managed	No
Agent Details	

GST Registered:	ITCE %	0%
-----------------	--------	----

Minimum security:

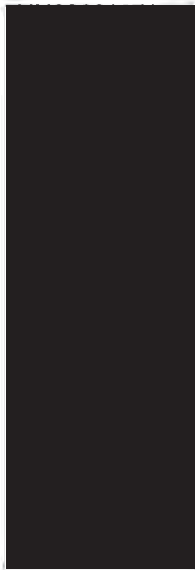
- KEY-OPERATED DOUBLE CYLINDER DEADLOCKS FITTED
- ACCESSIBLE WINDOWS
- SECURITY SCREEN DOORS

Policy / Risk Comments:

Ins called to advise that her fridge is no longer working and that the motor is under warranty is being replaced but ins wanted to claim for the power board - advised ins that we do not cover the power board. 001 Building: client increased s/ins to \$150000 - advised ep and new pb tm amtclient corrected risk/ postal addressNO CURRENT M/SHIP FOR CLIENT. OK FOR 2007 RENEWALMRS INS CALLED TO SAY THAT MICKEY THE DOG HAS ALSO BEEN TREATED FOR THE ALLERGY AS JACKIE THE DOG AND WILL CALL BACK LATER TO LODGE CLAIM AS SHE IS ABOUT TO GO AND PICK UP THE INVOICE AND MEDICATIONMrs ins phoned to see if her microwave was covered as it stopped working last night. Adv ins not covered. 9:15amno n/c discount given on building cover as fu claim to be made on sullage pumpBuilding S/Insured WAS: \$129000 ; NOW: \$150000 ;Pet Cover WAS: 1 ; NOW: 2 ;

Other claims areas that have interest in the claim

- Major Loss

Claims History**Claim number**

Date of loss	Loss Cause	Decision	Status	Payments
12 March 2010	Pet Injury / Illness	paymentscomp lete	closed	190
29 July 2010	Pet Injury / Illness	paymentscomp lete	closed	166.6
19 March 2009	Pet Injury / Illness	withdrawn	closed	0
19 November 2008	Storm/Flash Flood and Stormwater Runoff	paymentscomp lete	closed	3188
9 July 2008	Accident/ Advanced Cover	paymentscomp lete	closed	228
12 March 2010	Pet Injury / Illness	paymentscomp lete	closed	293.6
10 January 2011	Storm/Flash Flood and Stormwater Runoff	Accept	open	0
28 October 2010			closed	0

Total claim payments (All till date): 0

Number of Theft claims: 0

Total Number of Claims: 8

DIANE CECILIA CROWTON

Insured	Claim No
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
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98	98
99	99
100	100

Loss Adjusting support

Is this a Contents Major loss? Yes

If Major loss:

Estimated value of items claimed	\$5,000.00
----------------------------------	------------

If no, list items lost / damaged below

Total Policy Excess: \$300.00

Items Claimed SOW

[illegible]

Confidential

Page 4 of 6

12 January 2011

Exhibit 11

[REDACTED]

From: [REDACTED]
Sent: Thursday, 13 January 2011 2:57 PM
To: cchhinbound
Cc: toowoomba@myifreemans.com.au
Subject: Acknowledgement - Storm - CROWTON, Diane Cecilia - Your Ref: [REDACTED] (Our Ref: T0028969) Instructing officer: Household Claims

Insured: Diane Cecilia Crowton
Situation of loss: [REDACTED] Cobblestone Lane LAIDLEY QLD 4341 Your ref: [REDACTED]
Instructing officer: Household Claims Our ref: T0028969
Office: MYI Freemans Toowoomba
Phone: [REDACTED]
Fax no: [REDACTED]
Email: toowoomba@myifreemans.com.au

Thank you for your instructions, we acknowledge receipt of your claim.

If you have been provided with access to Freemans ClaimNet, you can view your claim online at

<https://extranet.freemans.com.au/servlet/au.com.icconsulting.freemans.servlet.SearchServlet?choice1=claim number&searchParam1=HH01244460>

Please note immediate access attempts may be unsuccessful due to job transfer timing. If so please allow further time.

In the meantime if you have any queries, please do not hesitate to contact me.

Regards

[REDACTED]
MYI Freemans Toowoomba

Exhibit 12

R.A.C.Q

PH. 13 7202

CLAIM NO



- 2 BEDSIDE TABLES \$195
- 1 6 DRAW CHEST \$239
- 2 LAUNDRY CUPBOARDS, 300
- DESK
- FILE / CAB } 399
- BOOK CASE }
- RECLINER CHAIR 399
- LOUNGE SUITE 699
- T.V. UNIT 299
- SMALL TABLE + CHAIRS 180
- 3 CANE CHAIRS \$150 EA 150
- 3 10 LITE DOORS (BUNNINGUS) \$225 EA 675
- 1 LARGE CANE COFFEE TABLE 199
- 1 BREAD MACHINE 180
- 4 COTTON MATS \$20 EA 80
- 2 WOVEN FLOOR RUGS Sml - 180
- 2 FEATHER PILLOWS Lrg - 240
- 2 FEATHER PILLOWS 32
- 1 UP-RITE FLOOR SCRUBBER 360
- 2 SMALL FANS \$20 EA 40
- 1 CANE LAUNDRY BASKET 40
- 2 LAMPS + SHADES Sml - 30
- ~~1 SMALL COFFEE TABLE~~ Lrg - 147
- 1 SMALL COFFEE TABLE 35
- 1 LARGE FRAMED PICTURE \$50
- EXTERIOR TILES 67 sq METRES 13008
- LIFTED + DAMAGED
- TO RE-LAY 67 sq METRES \$42 sq m 25208
- 95 sq MTRS INTERIOR TILES STEAM CLEANED 522
- (BADLEY STAINED)
- STEAM CLEAN COMPANY (ROLAND) 0404 499 334
- ROBERTSON BU ANDERSONS

STEAM

522

Receipt
Franklin's

Franklin's

- GAS HOT WATER SYSTEM (40 STRAIGHT) \$ 1800
- PURCHASE + FITTED
- AIR SOLAR AUST IPSWICH 045784676 Building
- ~~CHARTER~~
- 2 KING FEATHER DOONAS
- 1 QUEEN FEATHER DOONA
- 1 SET KING FLANNEL SHEETS
- 8 BATH SHEETS 216
- 12 BATH TOWELS 144
- 2 BATH MATS 32
- 1 QUEEN BLANKET 40
- 4 KING FLAT SHEETS 38 EA 152
- 2 QUEEN FLAT SHEETS 32 EA 64
- 2 LOUNGE TROWS 40
- BOOKS 50
- 1 WHEEL CHAIR (SEE ATTACHED QUOTE) 593
- 1 DRESSING TABLE 150
- 1 LAUNDRY PUMP (SEE ATTACHED RECEIPT) 257
- ~~1 SLAG PUMP 226 FIX~~
- 1 SMALL BATHROOM VANITY (BONNINGS) 200



DIANE CROWTON 19/1/11



hisc he
poling him?

HENRY'S CROWN - 20m:

DISCOVER PILLS WITH WATER:

WINDY CHAIR DAMAGED WASHES AWAY WITH WATER:

INSURED THIS SPIN CONDITION:

HAD 4 LBS LANDING PUMP GOING:

10.1.11. STARTS. 11pm: NEXT DAY.

LASTING ONLY COMING L.

DAY OF WATER DOWNS HILL WASHES OVER
TOWERS ARE:

UP CROWN BEHIND ABOUT 80m DOWN L
TARD:



Best Practice
Field Sheet - Property

FIELD SHEET - Claim

Client DIANE CECILIA CLAYTON
Claims Officer
Claim Reference
MYIF Reference

KEY CONTACT DATES

Date of Loss 10.1.11

Insured Contacted 18.1.11

Site Arrival Time 9 AM

Case Received

Appointment Date 19.1.11

Site Depart Time

INSURED DETAILS

Insured DIANE CECILIA CLAYTON

Postal Address [REDACTED] CORBUSSANE LANE WISLOE

Email Address

Situation of Loss AS ABOVE

Primary Contact WISLOE

Telephone

Telephone

Tax Status

ABN

ITC

GST Declaration

Claim Form Status

UNDERWRITING ISSUES

Sit Adequacy:

Appears adequate

Appears inadequate

To be determined

Other Insurance:

No known relevant other Insurance

To be determined

Other Insurance being pursued.

Previous Claims:

Presumably known to your Office

- Presumably known to the Insurers

No relevant or significant history determined.

Previous claims as referred to below

- As referred to below

Additional Comments

RISK DETAILS

Type of Building	<u>Dwelling</u>	Apartment	Semi Detached Dwelling	Villa Unit	Retail	Office	Factory
	<u>HOUSE TMBL. EXTENSIVE WORKS 300.</u>						
	Warehouse	Other					
Usage	<u>Residence</u>	Retail Store	Factory	Warehouse	Other		
Age	<u>42 yrs</u>	Levels	<u>1</u>			Floor Area	<u>280.</u>
Occupied by	Insured	Tenant					
Unoccupied from							
Interested Parties:	<u>Banker</u>	Financier	Name	<u>COMMERCIAL BANK</u>			
Condition	Excellent	<u>Good</u>	Average	Poor	Not relevant to Claim		
Poor Risk Factors	There are no apparent relevant or significant poor risk factors.						
	The risk has apparent poor risk factors. As detailed in comments below						

Other Comments: HOUSE. 2 BAY GARAGE. SINGLEHORN
AND. OFFICE. 4 BEDROOM. 2 DOWNSTAIRS
2 UPSIDE. 2 TOILETS. 2 BATHS -
DETACHED KITCHEN

SECURITY

Entrances

Windows

Alarms

Perimeter

Fire Protection

Comments

Improvements

CASE

SUMMARY

Indemnity Opinion:

Under evaluation - Pending further enquiries - Acceptance recommended

Acceptance not recommended - No opinion required

Information submitted for indemnity evaluation

Opinion submitted for consideration - As detailed in report

Or Other (Brief Only Here)

Recovery Potential:

None - Unlikely - Possible - Likely - or Other

Salvage Potential:

Being appraised - No salvage property - Possible salvage being appraised - Probable salvage being appraised - To be advised - Unlikely or

Other (Brief Only Here)

Further Comments:

MILS LIMITED Due to Soil UNDER
MILS OUTSIDE SINK.

PAYMENTS		Payment Amount	GST included
Payee Name	Payment for:		
Totals			

IMMEDIATE RESPONSIBILITIES - NEXT STEPS

Insured:

MYIF:

Your Office:

10 Search Tools

POLICY SECTION RESERVE SCHEDULE

Building:	\$ 2,100.00 <u>2,100.00</u>	Gross including GST	6920
Contents:	\$ 15,000.00 <u>15,000.00</u>	Gross including GST	
Other:	\$	Estimate includes GST?	YES - NO *
	\$	Estimate includes GST?	YES - NO *
	\$	Estimate includes GST?	YES - NO *
Total	\$		
Excess	\$		

Claim Management

To \$5,000

\$440 Gross

To \$20,000

\$1,100 Gross

To \$100,000

\$3,000 Gross

To \$10,000

To \$50,000

> \$100,000

\$728 Gross

\$2,200 Gross

\$ Gross

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Exhibit 13

on

PO Box 403, Gatton QLD 4343
Phone: 0412 871 622
Fax: (07) 4697 6058
Email: service@onsiteelectrical.com.au

No: 243

PREPARED FOR:

DATE: 25/1/2011

**R & D CROWTON
COBBLESTONE ROAD
LAIDLEY QLD 4341**

**CARRY OUT REPAIRS TO CARDIO TECH TREADMILL - WATER DAMAGE.
CLAIM NUMBER: [REDACTED]**

SCOPE OF WORK:

1. REPLACE PCB CONTROL BOARD AND FILTER BOX.
2. FLUSH AND CLEAN TREADMILL MOTOR AND ELECTRICAL EQUIPMENT FOR CONTAMINATES.
3. TEST ALL OPERATIONS.

**TOTAL LABOUR & MATERIALS:
\$770.00 (INC. GST)**

TERMS AND CONDITIONS: This quotation is subject to the terms and conditions stated below and shall remain valid for 30 days from date of issue. The customer agrees to pay the quoted amount within 7 days from date of tax invoice. This quote does not allow for any faults which are not associated with the new installation work.

SC 110: 57451 AC 110: 1016011

EVOCARE AUSTRALIA PTY LIMITED

A.B.N. 98 078 566 604
Trading as **EVOCARE and L&M EQUIPMENT**
P.O. Box 1144, Stafford Qld. 4053
Ph: 07 3355 8000 Fax: 07 3355 5043
Website: <http://www.evocare.com.au>
E-Mail: sales@evocare.com.au
workshop@evocare.com.au
warehouse@evocare.com.au
accounts@evocare.com.au



Monday, 17 January 2011

Ms Diane Crowton
[REDACTED] Cobblestone Lane
Laidley, Qld 4341

Dear Diane

Quotation – RACQ Flood Claim: W78 Self Propelling Wheel - Chair

Thank you for your enquiry. I have pleasure in enclosing our quotation [REDACTED] addressed to RACQ. Please submit this quotation to RACQ with your claim.

Please note that, in the event that your claim is rejected, I have also included the retail value of this wheel chair in the context of this quotation (\$543). Should you then wish to purchase the wheel chair from us directly yourself, our terms would be Payment with Order.

Delivery: Available Now

Quotation Prices Valid For: 30 days

Warranty: 12 months

Evocare Australia Pty Limited is a Quality Endorsed Company.

All items are given a pre-delivery inspection at our Brisbane office prior to shipping to your delivery point.

Please remember Evocare Australia has a comprehensive workshop with the ability to service, maintain and repair all the products we sell. If you require any further information, please do not hesitate to contact our office.

Regards

[REDACTED]

[REDACTED]

Customer Service Consultant

Claim No [REDACTED]

Please visit our website at www.evocare.com.au

Specialist Equipment Sales & Service. Hospital - Nursing Home - Rehabilitation - Domiciliary Care



Evocare Australia Pty Limited
A.B.N. 98 078 566 604
P.O. Box 1144
Stafford QLD 4053
Phone: 07 3355 8000
Fax: 07 3355 5043

QUOTATION



QUOTATION FOR:
RACQ INSURANCE
CTP CLAIMS DEPARTMENT
PO BOX 3313
TINGALPA 4173

SPECIAL INSTRUCTIONS:
DIANE CROWTON
COBBLESTON LANE
LAIDLEY
QLD 4341

Quotation Date	Quotation No.	Customer Code	Customer Request Code
17/1/2011	329762	RACQ10	
Sales Person		WH	TERR
		01	S40

Customer Acceptance

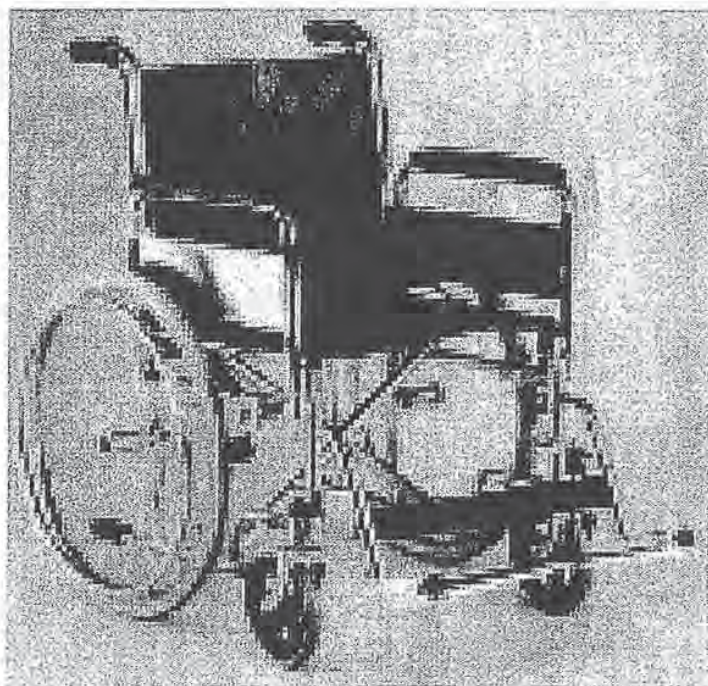
Signature	Title	Date

Page
1

Product	Description	Quantity	Price Per	Discount	Sales Value	GST	GST Inclusive
W78	Chrome folding Self-Propelled WHEELCHAIR 20" seat width detachable side arms, swing away detachable foot rests padded full length armrests, 24" rear non marking solid tyres, 8" solid front castors, heelstrap. Nett weight 23kgs. Max static user weight 140kg. NOTE: RETAIL REPLACEMENT VALUE \$543	1	380.00 one		380.00	0.00	380.00
DELIVER	Delivery, packing & insurance charge FOLLOWMONT TRANSPORT	1	55.00 Each		55.00	5.50	60.50
Total					435.00	5.50	
Terms 7 Days Nett					QUOTATION TOTAL (IncGST)		440.50

Please note we have changed our company name to **Evocare** Australia Pty Limited
Visit www.evocare.com.au for comprehensive product details.

Evocare and L & M Equipment are trading names of Evocare Australia Pty Limited
Specialist Equipment Sales & Service. Hospital - Nursing Home - Rehabilitation - Domiciliary Care



Model W78 is fitted with pneumatic tyres

Features

- Detachable side arms
- Swing away detachable foot rests
- Padded full length arm rests
- Safety brakes
- 12½" rear wheels with non-marking pneumatic tyres
- 8" solid front castors
- Folding frame
- Heel strap included

Dimensions:

Seat height:	500mm
Seat width:	500mm
Max Static User Weight:	140kg
Nett weight:	22.5kg

Plainland's Hardware & Rural Centre

ABN 4206851075 ACN 068551075 (SR Rule Pty Ltd)

18 Cemetery Road Plainland QLD 4341

Phone 07 5465 6648 Fax 07 5465 6318 Email admin@plainlands.com.au

TAX INVOICE

(COPY)

Invoice to:
DIANNE CROWTON [REDACTED] COBBLESTONE LANE LAIDLEY QLD 4341

Deliver to:
DIANNE CROWTON [REDACTED] COBBLESTONE LANE LAIDLEY QLD 4341 DIANNE CROWTON Phone: [REDACTED]

Invoice No: 1423147	Date: 13/01/11	Terms: CASH ONLY ACCOUNT - NO CREDIT	Rep: RH
Cust No: CROWTOND	O/N:	Ref:	

Item No	Description	Supplied	Excl Tax	Incl Tax	Extended
PUMP02H100PM	Orange Pump Minipak - HT100-PM	1.00	233.640	257.00	257.00
				Total	257.00

Total includes GST 23.36

Paid by EFT/Credit Card Thank you

Thank you for shopping at Plainland's Hardware & Rural Centre
Agent for WESFARMERS FEDERATION INSURANCE

CLAIM N° [REDACTED]

Exhibit 14

SITE REPORT - Property Claim

Client	RACQ Insurance Brisbane PO Box 3004 LOGAN CITY QLD 4114	Report Date	19 January 2011
Claims Officer	Household Claims	Claim Reference	[REDACTED]
MYIF Assessor	[REDACTED]	MYIF Reference	TO028969KDH
MYIF Case Contact		MYIF Contact Phone	

KEY CONTACT DATES

Date of Loss	10 January 2010	Case Received	13 January 2011
Claimant Contacted	18 May 2010	Inspection Date	19 January 2011

CLAIMANT DETAILS

Claimant Name	CROWTON, Diane Cecilia		
Postal Address	[REDACTED] Cobblestone Lane LAIDLEY QLD 4341		
Situation of Loss	[REDACTED] Cobblestone Lane LAIDLEY QLD 4341		
Primary Contact	Diane	Tax Status	Not registered
Telephone	[REDACTED]	ABN	Not applicable
Telephone 2		ITC	0%
Email Address		Claim Form Status	Not required

POLICY DETAILS

Policy Type	Household	Inception Date	25 January 2006
Policy No	Not advised	Expiry Date	25 January 2012
Policy Section:-	Sum Insured:-	Excess:-	
Building	\$189,000.00	\$300.00	
Contents	\$42,000.00		
Total Sum Insured	\$231,000.00	\$300.00	Total Excess Applied

MYI Freemans Ltd

1/382 Ruthven Street Toowoomba QLD 4350, PO Box 511 Toowoomba QLD 4350
 Tel: 07 4638 4777 Fax: 07 4638 5776 Email: toowoomba@myifreemans.com.au
 Web: www.myifreemans.com.au
 ABN: 86 111 653 386



RESERVE			
Policy Section	Reserve	Payments to Date	Outstanding Reserve
Building	\$6,920.00		\$0.00
Contents	\$14,000.00		\$0.00
Total Claim	\$20,920.00	\$0.00	\$0.00
Excess applied	\$0.00		\$0.00
Total Claim less Excess	\$20,920.00		\$0.00
Management Fee	\$3,000.00		\$0.00
Total Reserve	\$23,920.00	\$0.00	\$0.00

CIRCUMSTANCES / CAUSE	
Type of Loss	STORM
Relating to	Rainwater
Caused by	Flash flooding
Date of Loss	10 January 2010
Date/Time of Discovery	11 January 2011
Discovered by	Insured
Who was responsible?	No-one

EXTENT OF LOSS / DAMAGE	
BUILDING	
No of rooms affected	5
Square metres affected	Approx. square metres.
Severity of damage	Partially damaged - major
What is damaged	Doors Patio
CONTENTS	
Severity of damage	Partially damaged - major
What is damaged	Appliances - brown goods Furniture - inside Electronic goods - computers Bedding Photographs, lamps book case Manchester/linen
Scope of Damage	To be provided with next report
Property Loss Schedule	To be provided with next report

**SUMMARY**

Indemnity	Under evaluation		
Recovery	Unlikely	Salvage	Unlikely
Other Insurance	No	Other Insurance Details	No other known policies

RISK ISSUES

Type of Risk	
Sum Insured Comment	Adequate
Previous Claims	We are not aware of any previous claims
Underwriting Recommendations	

NEXT STEPS

Insured	No action required
MYIF – Next Report	Forward schedule of loss with our next report
Your Office:	Await further report

EVENT ISSUES

A - Accommodation required	No
B - Accommodation required during repairs	No
C - Accommodation not required	Yes
Accommodation organised	No
Asbestos issues	No

MYIFREEMANS LTD

Email: [REDACTED]

Attachments: Photographs



IMAGES



Depicts stour of door





Depicts contents items	
------------------------	--

Exhibit 15

File:	Insured:	Client:
T0028969GCU	CROWTON, Diane Cecilia	RACQ Insurance Brisbane

File Note: email dated from [REDACTED] to [REDACTED] added by [REDACTED] (19/01/2011)

Publish status: Draft

Email sent?

Body

Email originally sent to [REDACTED]

With copies sent to

Good Afternoon,
Please find attached our 1st report and photographs for this claim.

- First Assess RACQ Site Report.pdf
Regards,

[REDACTED]
Claims Assistant

MYIFreemans Ltd
PO Box 600, Dubbo, NSW 2830 Australia
Ph: + [REDACTED]
[REDACTED]

Caution: This email is intended only for the addressee(s) and may contain material which is confidential or subject to legal privilege. If you have received this message in error, please delete it immediately and advise the sender by return email.

Exhibit 16



COOPER GRACE WARD

LAWYERS

Our Ref: SAD2:AJC3 10091926

27 January 2011

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Dear [REDACTED]

Water Technology independent analysis - Toowoomba and Lockyer Valley

We act for RACQ Insurance Limited (RACQI).

Thank you for offering your services to provide hydraulic engineering evidence.

We confirm we are instructed to engage you to provide an analysis of the cause of water inundation to properties throughout Queensland in relation to the recent flooding.

The purpose of this letter is to formally engage you to provide an independent analysis of the cause of water inundation to properties that have been the subject of claims recently received by RACQI in the Toowoomba and Lockyer Valley regions.

Background

1. RACQI provides household insurance for properties located in Queensland and Northern New South Wales. Queensland has recently suffered unprecedented flooding events throughout the State.
2. As a result, there have been a number of claims made against RACQI policies for loss or damage caused by water inundation in the Toowoomba and Lockyer Valley regions. **Enclosed** is a schedule which lists the properties that have been the subject of claims to date in the Toowoomba and Lockyer Valley regions.

Causes of water inundation

3. For the purpose of your analysis and the preparation of any report, please note that you are instructed to assume the following:
 - (a) **Flood** – is rising water which enters a home as the result of it running off or overflowing from any origin or cause;
 - (b) **Flash flood and stormwater run off** – is a sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run off; and
 - (c) **water inundation** – is the influx of water onto the property (ie the expression is not being used to refer only to properties which have been completely immersed in water).

Your instructions

4. In light of the above, we request your opinion (setting out your reasons) on which of the properties listed in the schedule:
 - (a) sustained water inundation exclusively by flood;
 - (b) sustained water inundation exclusively by flash flood and stormwater run off;
 - (c) sustained water inundation by a contribution of both flash flood and stormwater run off; and
 - (d) of those that sustained water inundation by a contribution of both flash flood and stormwater run off:
 - (i) to what extent was that water inundation caused by flood;
 - (ii) to what extent was that water inundation caused by flash flood and stormwater run off; and
 - (iii) what cause of water inundation occurred first.
5. For properties falling within sub-paragraphs 4(b) and (c), please state whether natural or human factors may have contributed to the water inundation.
6. If in respect of any of the properties you are uncertain as to which of the above categories the properties fall, please identify this uncertainty, give your reasons for that uncertainty and so far as possible identify any further information or investigation which might help clarify the position.
7. Before preparing any draft report, we would be grateful to meet with you in conference to discuss your preliminary opinions.

Formal requirements

8. It is of course possible that litigation could result from the floods and in that event we may wish to call upon you to provide evidence as an expert witness. Consequently, it is important that your report be prepared with that possibility in mind. For present purposes we request that your report comply with the *Uniform Civil Procedure Rules 1999* (Qld) relating to expert reports. **Enclosed** is a copy of the relevant section of the court rules.
9. You will note that the court rules require that your report contains the following matters:
 - (a) your qualifications;
 - (b) all material facts, whether written or oral, on which the report is based;
 - (c) references to any literature or any other material relied upon by you to prepare your report;
 - (d) if an inspection, examination or experiment was used or relied upon:
 - (e) a description of what was done;
 - (f) whether it was done by the expert or under the expert's supervision;
 - (g) the name and qualification of any other person involved; and
 - (h) the result;
 - (i) a summary of the range of available opinions on the matter and reasons you adopted a particular opinion;
 - (j) summary of conclusions reached by you; and
 - (k) a statement about whether access to any readily ascertainable additional facts would assist you in reaching a more reliable conclusion.
10. Please also confirm at the end of your report as follows:

- (a) the factual matters stated in the report are, as far as you know, true;
- (b) you have made all enquiries considered appropriate;
- (c) the opinions stated in the report are genuinely held by you;
- (d) the report contains references to all matters you consider significant; and
- (e) you understand your duty to the court and you have complied with the duty.

Timing of your work

- 11. We appreciate that until such time as you have received the brief and had the opportunity to review the material, it may be difficult for you to provide us with an estimated timeframe for completion of the work.
- 12. We would appreciate if you could provide us with an estimated timeframe for completion as soon as possible; letting us know when you might first be able to confer with us; and then when you might be able to provide your report.

Your contacts

- 13. Your primary contacts are:

- (a)
- (b)
- (c)
- (d)
- (e)

Fees and expenses

- 14. We understand that there is an initial outlay of costs for travel and accommodation and car hire and that any pricing structure is indicative and will be reflective of the number of inspections.
- 15. We confirm that we are instructed that RACQI will accept the following costs:
 - Overall small township/suburb report: \$5000 ex GST
 - Individual Site Claim (standalone) Report: \$1600 ex GST
- 16. We note these fees are for 10 or more site inspection reports plus the overall report and that a smaller number of site inspection reports may require a higher fee for the individual reports and/or the overall suburb/township report to cover costs.

Legal privilege, confidentiality and intellectual property

- 17. Your report is being sought for the purpose of enabling us to provide legal advice, and in relation to contemplated litigation. As a result, it will be subject to legal professional privilege, and you must not release your report, or communications exchanged between us in relation to your report, to third parties without our client's consent.
- 18. In addition to the above privilege, all information relating to your engagement (including our client's instructions, the results of your investigation, any notes you prepare) will be confidential. This means you cannot disclose, in any way, information relating to your engagement by our client to third parties without our client's consent (unless otherwise required to do so by law).
- 19. Our client will retain all intellectual property rights in relation to anything you produce in the course of your engagement.

Moving forward

We look forward to meeting with you shortly to discuss your preliminary observations.

If you have any queries, please contact us.

Yours faithfully
COOPER GRACE WARD

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[r 422]

422 Noncompliance is contempt of court

Failure to comply with a subpoena without lawful excuse is contempt of court and the person who failed to comply may be dealt with for contempt of court.

Note—

See also rules 901 to 903.

Part 5 Expert evidence

Division 1 Preliminary

423 Purposes of pt 5

The main purposes of this part are to—

- (a) declare the duty of an expert witness in relation to the court and the parties; and
- (b) ensure that, if practicable and without compromising the interests of justice, expert evidence is given on an issue in a proceeding by a single expert agreed to by the parties or appointed by the court; and
- (c) avoid unnecessary costs associated with the parties retaining different experts; and
- (d) allow, if necessary to ensure a fair trial of a proceeding, for more than 1 expert to give evidence on an issue in the proceeding.

424 Application of pt 5

- (1) This part does not apply in relation to a witness giving evidence, whether orally or in writing, in a proceeding who is—

-
- (a) a party to the proceeding; or
 - (b) a person whose conduct is in issue in the proceeding; or
 - (c) a doctor or another person who has given or is giving treatment or advice in relation to an injured person if the evidence is limited to 1 or more of the following matters in relation to the injured person—
 - (i) the results of any examination made;
 - (ii) a description of the treatment or advice;
 - (iii) the reason the treatment or advice was, or is being, given;
 - (iv) the results of giving the treatment or advice.
- (2) This part also does not apply in relation to a proceeding for a minor claim in a Magistrates Court.

425 Definitions for pt 5

In this part—

appointed expert means an expert appointed under division 3 or 4, including a court appointed expert.

court appointed expert means an expert appointed by the court under division 3 or 4.

expert means a person who would, if called as a witness at the trial of a proceeding, be qualified to give opinion evidence as an expert witness in relation to an issue arising in the proceeding.

report, for a proceeding, means a document giving an expert's opinion on an issue arising in the proceeding.

[r 426]

Division 2 Evidence given by an expert

426 Duty of expert

- (1) A witness giving evidence in a proceeding as an expert has a duty to assist the court.
- (2) The duty overrides any obligation the witness may have to any party to the proceeding or to any person who is liable for the expert's fee or expenses.

427 Expert evidence

- (1) Subject to subrule (4), an expert may give evidence-in-chief in a proceeding only by a report.
- (2) The report may be tendered as evidence only if—
 - (a) the report has been disclosed as required under rule 429; or
 - (b) the court gives leave.
- (3) Any party to the proceeding may tender as evidence at the trial any expert's report disclosed by any party, subject to producing the expert for cross-examination if required.
- (4) Oral evidence-in-chief may be given by an expert only—
 - (a) in response to the report of another expert; or
 - (b) if directed to issues that first emerged in the course of the trial; or
 - (c) if the court gives leave.

428 Requirements for report

- (1) An expert's report must be addressed to the court and signed by the expert.
- (2) The report must include the following information—
 - (a) the expert's qualifications;

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- (b) all material facts, whether written or oral, on which the report is based;
 - (c) references to any literature or other material relied on by the expert to prepare the report;
 - (d) for any inspection, examination or experiment conducted, initiated, or relied on by the expert to prepare the report—
 - (i) a description of what was done; and
 - (ii) whether the inspection, examination or experiment was done by the expert or under the expert's supervision; and
 - (iii) the name and qualifications of any other person involved; and
 - (iv) the result;
 - (e) if there is a range of opinion on matters dealt with in the report, a summary of the range of opinion, and the reasons why the expert adopted a particular opinion;
 - (f) a summary of the conclusions reached by the expert;
 - (g) a statement about whether access to any readily ascertainable additional facts would assist the expert in reaching a more reliable conclusion.
- (3) The expert must confirm, at the end of the report—
- (a) the factual matters stated in the report are, as far as the expert knows, true; and
 - (b) the expert has made all enquiries considered appropriate; and
 - (c) the opinions stated in the report are genuinely held by the expert; and
 - (d) the report contains reference to all matters the expert considers significant; and
 - (e) the expert understands the expert's duty to the court and has complied with the duty.

[r 429]

429 Disclosure of report

A party intending to rely on a report must, unless the court otherwise orders, disclose the report—

- (a) if the party is a plaintiff—within 90 days after the close of pleading; or
- (b) if the party is a defendant—within 120 days after the close of pleading; or
- (c) if the party is not a plaintiff or defendant—within 90 days after the close of pleading for the party.

429A Supplementary report

- (1) If an expert changes in a material way an opinion in a report that has been disclosed, the expert must, as soon as practicable, provide a supplementary report stating the change and the reason for it.
- (2) The supplementary report must comply with rule 428 and be disclosed as soon as practicable.

429B Court may direct experts to meet

- (1) The court may, at any stage of a proceeding, direct experts to meet and—
 - (a) identify the matters on which they agree; and
 - (b) identify the matters on which they disagree and the reasons why; and
 - (c) attempt to resolve any disagreement.
- (2) The court may, for the meeting—
 - (a) set the agenda; and
 - (b) specify the matters the experts must discuss; and
 - (c) direct whether or not legal representatives may be present; and

[r 429C]

- (d) give directions about the form of any report to be made to the court about the meeting; and
 - (e) give any other directions the court considers appropriate.
- (3) Evidence of anything done or said, or an admission made, at the meeting is admissible at a trial of the proceeding only if all parties to the proceeding agree.
- (4) However, subrule (3) does not apply to a report made to the court about the meeting identifying the matters mentioned in subrule (1)(a) or (1)(b).

429C Immunity

An expert has the same protection and immunity for the contents of a report disclosed as required under these rules as the expert could claim if the contents of the report were given orally at a trial of the proceeding in which the report is disclosed.

429D Costs

When deciding the order to make about the costs of a proceeding, the court may consider, in allowing, disallowing or limiting the costs for an expert's report prepared for a party on an issue, the extent to which the proceedings may have been facilitated by the appointment of a person as the only expert in relation to the issue.

Division 3 Experts appointed after proceeding started

429E Application of div 3

This division applies only in relation to proceedings in the Supreme Court.

[r 429F]

429F Definition for div 3

In this division—

court means the Supreme Court.

429G Appointment of experts

- (1) If, after a proceeding has started, 2 or more parties agree that expert evidence may help in resolving a substantial issue in the proceeding, subject to rule 429H, those parties may in writing jointly appoint an expert to prepare a report on the issue.
- (2) If parties to a proceeding are not able to agree on the appointment of an expert, subject to rules 429I and 429K, any party who considers that expert evidence may help in resolving a substantial issue in the proceeding may apply to the court for the appointment of an expert to prepare a report on the issue.
- (3) Subject to rules 429J and 429K, the court may, on its own initiative and at any stage of a proceeding, if it considers that expert evidence may help in resolving a substantial issue in the proceeding, appoint an expert to prepare a report on the issue.

429H Expert appointed by parties

- (1) An expert may be appointed under rule 429G(1) only if—
 - (a) the parties appointing the expert agree in writing on the following matters—
 - (i) the issue in the proceeding the expert evidence may help resolve;
 - (ii) the identity of the expert;
 - (iii) when the report must be prepared by the expert and given to the parties to the agreement;

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[r 429H]

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- (iv) liability for fees and expenses payable to the expert; and
 - (b) the expert has been made aware of the content of this part and consents to the appointment.
 - (2) A copy of the agreement must be—
 - (a) signed by each party to the agreement; and
 - (b) filed in the court; and
 - (c) after being filed in the court, immediately served on any other party to the proceeding who is not a party to the agreement.
 - (3) The parties to the agreement must give the expert a statement of facts, agreed to by the parties to the agreement, on which to base the report.
 - (4) However, if the parties to the agreement do not agree on a statement of facts, then—
 - (a) unless the court directs otherwise, each of the parties to the agreement must give the expert a statement of facts on which to base the report; and
 - (b) the court may give directions about the form and content of the statement of facts to be given to the expert.
 - (5) The report is taken to be disclosed for this part if—
 - (a) a copy of the report is given to each party to the agreement; and
 - (b) within 14 days after the day by which all parties to the agreement have received a copy of the report, each party to the proceeding who is not a party to the agreement is given a copy of the report.
 - (6) Unless the court otherwise orders, the expert is the only expert who, in relation to the parties to the agreement, may give evidence in the proceeding on the issue.
 - (7) Unless the court otherwise orders, each party to the proceeding has the right to cross-examine the expert.

[r 429I]

429I Expert appointed by court on application

- (1) A party applying to the court for appointment of an expert under rule 429G(2) must serve a copy of the application and the supporting material on each other party to the proceeding.
- (2) The supporting material must—
 - (a) state the issue in the proceeding that expert evidence may help resolve; and
 - (b) name at least 3 experts who—
 - (i) are qualified to give expert evidence on the issue; and
 - (ii) have been made aware of the content of this part and consent to being appointed; and
 - (c) state any connection known to the applicant between an expert named and a party to the proceeding.
- (3) When hearing the application, the court may receive other material and make other enquiries to help decide which expert to appoint.
- (4) The court may appoint an expert other than an expert named in the supporting material.
- (5) The court may appoint an expert only if the expert has been made aware of the content of this part and consents to the appointment.

429J Expert appointed by court on court initiative

- (1) In deciding whether to appoint an expert under rule 429G(3) in relation to an issue in a proceeding, the court may—
 - (a) ask each party to name at least 3 experts who—
 - (i) are qualified to give expert evidence on the issue; and
 - (ii) have been made aware of the content of this part and consent to being appointed; and

[r 429K]

- (b) require each party to state any connection between an expert named and a party to the proceeding; and
- (c) receive other material and make other enquiries to help decide which expert to appoint.
- (2) The court may appoint an expert other than an expert named by a party to the proceeding.
- (3) The court may appoint an expert only if the expert has been made aware of the content of this part and consents to the appointment.

429K Considerations for court when appointing an expert

- (1) In deciding whether to appoint an expert under rule 429G(2) or (3) in relation to an issue in a proceeding, the court may consider—
 - (a) the complexity of the issue; and
 - (b) the impact of the appointment on the costs of the proceeding; and
 - (c) the likelihood of the appointment expediting or delaying the trial of the proceeding; and
 - (d) the interests of justice; and
 - (e) any other relevant consideration.
- (2) If the court considers an expert is the most appropriate expert to help resolve an issue in the proceeding, the court may appoint the expert even if the expert has already given a report to a party in the proceeding on the issue or on another issue in the proceeding.

429L Report by court appointed expert given to registrar etc.

- (1) Unless the court otherwise orders—
 - (a) a court appointed expert appointed in relation to an issue in a proceeding must—

[r 429M]

-
- (i) prepare a report on the issue; and
 - (ii) give the report to the registrar together with sufficient copies of the report for all parties to the proceeding; and
 - (b) the registrar must—
 - (i) file the report in a sealed envelope; and
 - (ii) within 7 days after receiving the report, forward a copy of it to each party to the proceeding.
 - (2) The report is taken to be disclosed for this part if the registrar forwards copies of the report to all parties as required.

429M Orders and directions for court appointed experts

- (1) The court may make the orders and give the directions it considers appropriate in relation to a court appointed expert, including, for example, 1 or more of the following orders or directions—
 - (a) an order or direction to facilitate the expert's preparation of a report;
 - (b) a direction about any of the following matters—
 - (i) a party giving the expert written information relevant to the preparation of the report and forwarding a copy of the written information to each other party;
 - (ii) the extent a party may communicate with the expert;
 - (iii) an inspection, examination or experiment by the expert;
 - (iv) the expert obtaining a report from another expert in a discipline relevant to the issue in relation to which the expert was appointed;
 - (c) a direction about any of the following matters—
 - (i) when the expert must give the registrar the report;

[r 429N]

- (ii) liability for fees and expenses payable to the expert;
- (iii) payment of any expenses incurred by the registrar;
- (d) an order permitting cross-examination of the expert before an examiner under part 2 or before the trial starts.
- (2) If the court directs that a report from another expert may be obtained by a court appointed expert, the other expert's report must be attached to the court appointed expert's report when it is given to the registrar.
- (3) The court may receive in evidence the report of a court appointed expert on terms the court considers appropriate.

429N Consequences of court appointment

- (1) This rule applies if the court appoints an expert in relation to an issue in a proceeding.
- (2) Unless the court otherwise orders, the expert is to be the only expert to give evidence in the proceeding on the issue.
- (3) However, the court may, on its own initiative or on application by a party, appoint another expert (the *other expert*) to prepare a report in relation to the issue if—
 - (a) after receiving a report from the expert originally appointed (the *first expert*), the court is satisfied—
 - (i) there is expert opinion, different from the first expert's opinion, that is or may be material to deciding the issue; or
 - (ii) the other expert knows of matters, not known by the first expert, that are or may be material to deciding the issue; or
 - (b) there are other special circumstances.

[r 429O]

429O Court may direct access to information

- (1) The court may direct a party to a proceeding who has access to information reasonably necessary for the preparation of a report by an appointed expert—
 - (a) to give the court or the expert a document stating the information; or
 - (b) to otherwise make the information reasonably available to the expert.
- (2) Subrule (1) does not limit the directions a court may give under rule 429M.

429P Expert may apply for directions

- (1) An appointed expert may apply to the court for directions to facilitate the preparation of a report.
- (2) The application must be served on the parties to the proceeding and on any other person directed by the court.
- (3) The court may give the directions the court considers appropriate, including directions about an inspection, examination or experiment for the expert's report.

Division 4 Experts appointed before proceeding started

429Q Definition for div 4

In this division—

court means the Supreme Court.

429R Expert appointed by disputants

- (1) This rule applies if, before any proceeding is started, 2 or more persons (the *disputants*) agree in writing on the following matters—

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[r 429S]

- (a) there is a dispute between them that will probably result in a proceeding and obtaining expert evidence immediately may help in resolving a substantial issue in the dispute;
 - (b) the identity of an expert from whom a report should be obtained;
 - (c) when the report must be prepared by the expert and given to the disputants;
 - (d) liability for fees and expenses payable to the expert.
- (2) The disputants may in writing jointly appoint the agreed expert to prepare a report giving an opinion on the issue.
- (3) The appointment must be expressed to be made under this rule.
- (4) The disputants may appoint the expert only if the expert has been made aware of the content of this part and consents to the appointment.
- (5) Rule 428(2) and (3) apply in relation to the report.
- (6) Unless the court otherwise orders, in any proceeding started in the court between the disputants in which the issue is relevant, the expert is to be the only expert who, in relation to the disputants, may give evidence on the issue.

429S Expert appointed by court on application

- (1) This rule applies if, before any proceeding is started, a person (the *first person*) believes on reasonable grounds that—
 - (a) there is a dispute between the first person and 1 or more other persons that will probably result in a proceeding; and
 - (b) obtaining expert evidence immediately may help in resolving a substantial issue in the dispute.
- (2) The first person may apply to the court for the appointment of an expert to prepare a report giving an opinion on the issue.

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[r 429S]

-
- (3) The application and the supporting material must be served on the other person or persons.
 - (4) The supporting material must—
 - (a) describe the nature of the dispute; and
 - (b) state the issue in dispute that expert evidence may help resolve; and
 - (c) indicate why the report should be obtained immediately; and
 - (d) name at least 3 experts who—
 - (i) are qualified to give expert evidence on the issue; and
 - (ii) have been made aware of the content of this part and consent to being appointed; and
 - (e) state any previous connection between an expert named and the first person.
 - (5) The court, on being satisfied in relation to the matters mentioned in subrule (1)(a) and (b), may appoint an expert to give a report on the issue.
 - (6) The court may appoint an expert other than an expert named in the supporting material.
 - (7) In deciding whether to appoint an expert, the court may consider—
 - (a) the complexity of the issue; and
 - (b) the impact of the appointment on the costs of the contemplated proceeding; and
 - (c) the likelihood of the appointment expediting or delaying the contemplated proceeding; and
 - (d) the interests of justice; and
 - (e) any other relevant consideration.
 - (8) The court may give directions as to—

[r 430]

- (a) the time in which the report is to be prepared and given to the first person; and
- (b) any filing of the report.
- (9) The court may make orders and give directions to facilitate the expert's preparation of a report.
- (10) Rule 428(2) and (3) apply in relation to the report.
- (11) Unless the court otherwise orders, in any proceeding started in the court between the first person and 1 or more of the other persons in which the issue is relevant, the expert appointed under this rule is to be the only expert who, in relation to those persons, may give evidence on the issue.
- (12) The fees and expenses of an expert appointed under this rule, and the costs of the application, are to be borne by the first person, unless and until the court otherwise orders either on the application or in any proceeding started between the first person and 1 or more of the other persons in which the issue is relevant.
- (13) The court may give directions as to the right to cross-examine an expert appointed under this rule.

Part 7 Affidavits

430 Contents of affidavit

- (1) Except if these rules provide otherwise, an affidavit must be confined to the evidence the person making it could give if giving evidence orally.
- (2) However, an affidavit for use in an application because of default or otherwise for relief, other than final relief, may contain statements based on information and belief if the person making it states the sources of the information and the grounds for the belief.

Exhibit 17

Investigation of the January 2011 Inundation Event – Lower Lockyer Valley & Esk



CONFIDENTIAL AND SUBJECT TO LEGAL PROFESSIONAL PRIVILEGE

Date: **March 2011**

Client: **Cooper Grace Ward Lawyers**

Cover Photo: reproduced from the Queensland Government Reconstruction Authorities
Interactive Mapping Tool available at www.qldreconstruction.org.au

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1. INTRODUCTION

This report has been undertaken by Water Technology, specialist flooding engineers. The purpose of the report is to provide advice to Cooper Grace Ward Lawyers (CGW), who is acting on behalf of RACQ Insurance Limited (RACQI), on the cause of inundation of the Lower Lockyer Valley and Esk in period 5th to 13th of January, 2011.

We note that this report is confidential and for internal use by the client to assist them in processing claims for the particular event, time and location described above.

This is a technical report and the author has made opinions based on generally accepted engineering industry standard definitions for stormwater and flooding terminology for the purposes of classifying the particular inundation event that occurred as noted above. It is noted that these classifications are site specific and therefore the author has also provided additional information where necessary in order for the client to make a determination on whether a particular claim falls within RACQI's policy coverage. The decision of whether or not to pay a claim rests solely and entirely with the insurance company.

Two schedules are included at the end of the document.

Schedule A presents properties where it has been possible to formulate an opinion as to the cause of the inundation.

Schedule B lists the sites where it has not been possible to formulate an opinion at the time of provision of this report.

This report and any attachments have been prepared for the purpose of gathering information and/or for the purpose of giving and/or receiving legal advice and/or the giving and/or receiving of legal advice and is both confidential and subject to legal professional privilege.

2. GUIDELINES AND TERMINOLOGY

The terminology used in this report is provided in Table 2-1 below. This terminology is based on the glossaries of following documents and information from the Bureau of Meteorology, with additional information and examples provided by Water Technology to further clarify the use in this report:

1. "Floodplain Management in Australia: Best Practice Principles and Guidelines – SCARM Report 73", 2000, CSIRO.
2. "Queensland Urban Drainage Manual", Second Edition, 2008, Queensland Government Natural Resources and Water.
3. "Mitigating the Adverse Impacts of Flood, Bushfire and Landslide - State Planning Policy Guideline SPP1/03", June 2003, Queensland Government.
4. "Australian Rainfall and Runoff – Volume 1 – A Guide to Flood Estimation", 1998, Institution of Engineers Australia.
5. Bureau of Meteorology (2011) definitions and terminology as listed on their webpage http://www.bom.gov.au/hydro/flood/flooding.shtml#definitions_terminology

Table 2-1 Standard Terminology

Term	Definition
Annual Exceedance Probability (AEP)	The probability of exceedance of a given discharge within a period of one year. Can be expressed as a percentage (eg 1% change in any one year) or 1 in Y [years] (eg a probability of 1 in 100). This report will generally use ARI terminology.
Average Recurrence Interval (ARI)	The average or expected period between exceedances of a given discharge expressed in years. This is a another method of expressing the magnitude of a particular event in probabilistic terms (eg a "100 year ARI flood" can also be described as a flood with an AEP of "1%" or "1 in 100"). The ARI of a flood event is a statistical estimate that gives no indication of when a flood of that size or larger will occur next.
Backwater	No definition in documents listed above. We define as a body or area of water where there is little or no current that is connected to a drainage system or receiving water either above or below ground (pipe drainage). The water level of the backwater area is governed by the adjacent drainage system or receiving water.
Breakout	No definition in the documents listed above. Breakout flows occur when flow in a river system reaches a level high enough to engage a wider or an alternate flow path other than the normally defined channel.
Catchment	The area of land contributing stormwater runoff to a particular site or point under consideration. It always relates to a particular location and includes the catchments of tributary streams as well as the main stream.

Critical Storm Duration	The duration of the storm event that produces the largest flood discharge at the location of interest. Critical storm duration depends on the catchment size, topography (slope, drainage path, presence of storages or basins), magnitude of storm, land use of the catchment (eg urban, rural or forest). In general terms the critical storm duration provides an indication of how long a catchment takes to deliver peak flow to a particular point of interest following rainfall commencement. When the rainfall is not at a constant intensity the timing of the peak flood will depend on the temporal pattern of rainfall.
Detention Basin	A large, open, free draining basin that temporarily “detains” collected stormwater runoff. These basins are normally maintained in a dry condition between storm events.
Drainage System	A system of gully [street or field] inlets, pipes, overland flow paths, open channels, culverts and detention basins used to convey runoff to its receiving waters.
Flash Flood	Sudden and unexpected flooding caused by local heavy rainfall either at the site in question or upstream. Often defined as flooding within six hours of the rain which causes flooding.
Flood	The temporary inundation of land by expanses of water that overtop the natural or artificial banks of a watercourse, including a drainage channel, stream, creek, river, estuary, lake or dam, or any associated water holding structure. A flood can be caused by excessive rainfall, storm surge, dambreak or a tsunami.
Local Runoff	Refer to “Runoff” and “Stormwater Flooding”.
Minor flood level	A flood level that causes inconvenience. Low-lying areas next to watercourses are inundated which may require the removal of stock and equipment. Minor roads may be closed and low-level bridges submerged.
Moderate flood level	In addition to the above for minor flooding, the evacuation of some houses may be required. Main traffic routes may be covered with flood waters. The area of inundation is substantial in rural areas requiring the removal of stock.
Major flood level	In addition to the above for minor and moderate flooding, extensive rural areas and/or urban areas are inundated. Properties and towns are likely to be isolated and major traffic routes likely to be closed. Evacuation of people from flood affected areas may be required.
Rainfall Intensity	The rate at which rain falls, typically measured in mm/hour. Rainfall intensity varies throughout a storm. This variation is called a temporal pattern.
Receiving Waters	A body of water (normally sea, river, creek or larger drainage system) that receives flow from a generally smaller (tributary) drainage system.

Runoff	<p>That part of rainfall which is not lost to infiltration, evaporation, transpiration or depressions in the ground.</p> <p>We add that for the purposes of investigating or studying a flood it is the amount of rainfall that drains along the surface and into the “drainage system” or directly into receiving waters. Local runoff is that which occurs locally to a point in question (i.e. within a backyard) and has not yet reached a drainage system.</p>
Stormwater Flooding	<p>CSIRO (2000) defines as “inundation by local runoff caused by heavier than usual rainfall. Stormwater flooding can be caused by local runoff exceeding the capacity of an urban stormwater drainage system or by the backwater effects of mainstream flooding causing urban stormwater drainage systems to overflow.”</p> <p>We add that the capacity of the local stormwater drainage system to drain runoff can be lessened by backwater effects of a downstream receiving water system or by obstructions. Inundation caused by backwater surcharging out of a stormwater drainage system from a flood would not necessarily be classed as stormwater flooding as the source of water or the flood level reached may not be caused by local runoff.</p>
Surface Water or Inundation	<p>Any water collecting on the ground or in an open drainage system or receiving water body.</p> <p>In this report we use these terms to discuss water before it is categorised into flood, stormwater or other.</p>

CGW has provided the following definitions for the purposes of this report:

- a) **Flood** – is rising water which enters a home as the result of it running off or overflowing from any origin or cause;
- b) **Flash flood and stormwater runoff** – is a sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater runoff; and
- c) **Water inundation** – is the influx of water onto the property (i.e. the expression is not being used to refer only to properties which have been completely immersed in water).

In preparing this report the author is therefore cognisant of clarifying the time to flood as the time taken between the commencement of “flood-causing” rainfall and the time for a particular site to be flooded as RACQI’s definition will result in a wider geographic region meeting this definition than the standard definition defined in CSIRO (2000).

3. PURPOSE AND SCOPE OF THE REPORT

The purpose of the report is to provide advice to Cooper Grace Ward Lawyers on the cause of flooding that peaked within the Lower Lockyer Valley and Esk over the period 5th to 13th January, 2011.

This report is confidential and for internal use by the client to assist them in processing claims for the particular event, time and location described above.

This report is based on:

- A desktop review of rainfall and flow data made available through the Bureau of Meteorology (BoM) for the Brisbane River catchment relating to this inundation event.
- Inundation mapping made available through the Insurance Council of Australia (ICA).
- A review of available news and gathered internet footage and photos.
- A review of historic flooding.
- A limited number of site inspections.

4. LOCKYER VALLEY CATCHMENT DESCRIPTION

The Lockyer Valley is located in South East Queensland, about 150km west of Brisbane and east of Toowoomba and the Great Dividing Range. The Lockyer Creek catchment is part of the greater Brisbane River catchment and joins the Brisbane River just below Wivenhoe Dam near Lowood. The extent of the catchment is shown on Figure 4-1



Figure 4-1 Lockyer Valley catchment location (Google Maps 2011)

The Lockyer catchment comprises Lockyer Creek and its tributaries which form a catchment area of approximately 2890 km². The catchment is bounded by the Bremer Catchment to the south, the mid and upper Brisbane catchments to the north and east, and the Gowrie Creek catchment to the west (refer Figure 4-1) and this area forms approximately a quarter of the total Brisbane River catchment.



Figure 4-2 Lockyer Valley catchment (Healthy Waterways 2011)

The main water courses of the Lockyer Creek Catchment, discussed as part of this report, include:

- Murphy's Creek and Gatton Creek**
 These systems are located in the western, steeper areas of the catchment and run adjacent to townships of Murphy's Creek and Withcott respectively.
- Lockyer Creek**
 Lockyer Creek commences just downstream of the Murphy's Creek township at the confluence of Murphy's Creek and Fifteen Mile Creek. From there, Lockyer Creek flows south past the township of Lockyer before the confluence with Gatton Creek at Heildon Spa and heading in a general easterly direction via a southern loop past the main townships of Helidon, Grantham and Gatton. Flagstone Creek joins Lockyer Creek between Helidon and Grantham and Sandy Creek, Ma ma Creek and Tenthill Creek join Lockyer Creek between Grantham and Gatton. Downstream of Gatton the large sub catchment of Laidley Creek joins near Glenore Grove as the Creek moves in a north-easterly direction past the

confluence with Buaraba Creek near Claredon before joining with the Brisbane River near Lowood.

- **Laidley Creek**

Laidley Creek runs in a northerly direction and passes on the western side of the Laidley township. Laidley Creek also has a tributary called Sandy Creek, which runs west of Forest Hill and joins Laidley Creek just downstream of this township. From there Laidley Creek passes under the Warrego Highway and joins Lockyer Creek downstream of Gatton and near the township of Glenore Grove. The township of Laidley lies within the lower third of the Laidley Catchment approximately 15 km upstream of the confluence of Laidley Creek with Lockyer Creek.

- **Plain Creek**

The Plain Creek catchment commences south of Minden and runs in a northerly direction to join Lockyer Creek near Forest Hill-Ferrivale Road and the rural suburb of Rifle Range.

There are 9 major water storage areas along the catchment with a combined storage of over 63,000 ML. The larger Dams include Atkinson Lagoon (30,400 ML) and Lake Clarendon (24,300 ML) both of which reside downstream of Gatton and north of Lockyer Creek.

5. INUNDATION EVENT, JANUARY 2011

The National Climate Centre's Special Climate Statement 24 (BoM, 25 January, 2011) provides an overview of the event. Several extracts of this report are quoted below:

Major Rain Events of the Period

...

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. ... 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.

...

Extreme Daily Rainfall Totals for the Period

...

Peak rainfalls from the 1974 event were substantially heavier than those in 2011. Many stations in the 1974 event experienced daily totals which exceeded 400 mm; the highest were 563.2 mm at Mount Tamborine and 561.5 mm at Wundurra, in the Gold Coast hinterland, while in the Brisbane area 475.8 mm fell on 26 January at Enoggera Reservoir.. 1974 also saw much heavier rainfall in metropolitan Brisbane than 2011, with Brisbane's three-day and peak one-day totals of 600.4 mm and 314.0 mm in 1974 comparing with 166.2 mm and 110.8 mm in 2011. However, in 1974 the heaviest rains were close to the coast, whereas in 2011 heavy falls spread further inland, and on the western fringe of the Brisbane River catchment and on the Great Dividing Range 2011 was the wetter of the two events (Figure 5 ...). The weeks prior to the 1974 event, whilst wetter than normal, were also less wet than the equivalent weeks prior to the 2011 event.

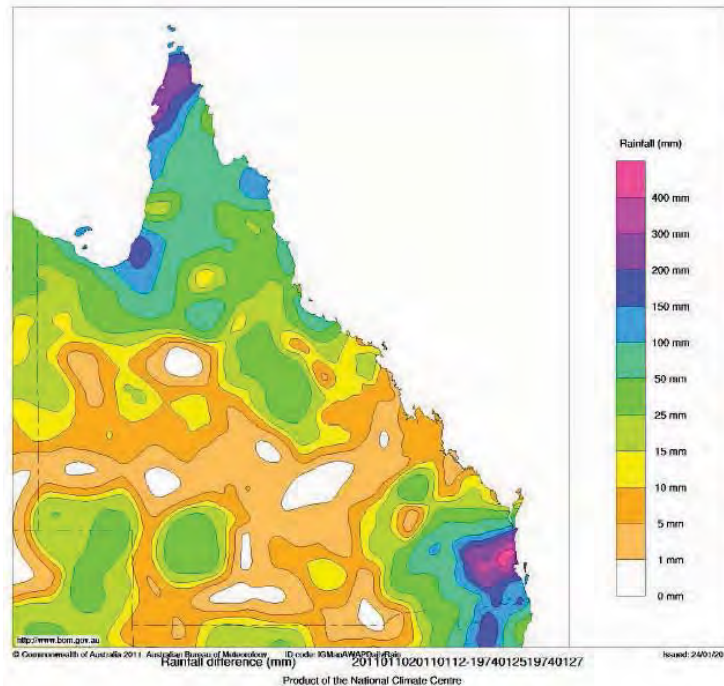


Figure 5-1 Three day rainfalls for 10 to 12 January 2011
(extract from Figure 5 - BOM, 2011)

Floods resulting from the rainfall

The most destructive floods during the period occurred during the second week of January in the southeast corner of Queensland and adjacent border areas of New South Wales. There was major flooding through most of the Brisbane River catchment, most severely in the Lockyer and Bremer catchments where numerous flood height records were set ..., along with the Toowoomba area just outside the Brisbane catchment. In Brisbane it was the second-highest flood of the last 100 years, after January 1974. The flooding caused substantial loss of life, and thousands of properties were inundated in metropolitan Brisbane and elsewhere. Major flooding with inundation of properties also extended inland to the upper Condamine-Balonne catchment, with Chinchilla and Dalby being severely affected for the second time in less than a month. ...

6. LOCKYER CREEK INUNDATION

6.1 General Catchment Description

The following section discusses the flood behaviour in the Lockyer Valley as observed at gauging stations. Figure 6-1 presents the location of these gauging stations in relation to the overall catchment.



Figure 6-1 Location of Rainfall and Height Recorder Gauges (image from Google 2011)

The upper reaches of the Lockyer Valley are steep with elevations over 500m above sea level at the Western catchment divide. The terrain rapidly drops to elevations of the order of 200m at Withcott and proceeds to fall to elevations of the order of 100m at Gatton. Slopes in the lower portions of the Lockyer Valley are lesser again with the natural surface elevations at Lowood (near the junction of Lockyer Creek and the Brisbane River) of the order of 40m.

The differing topography and significant reduction in stream slope in the downstream reaches of Lockyer Creek mean that, compared to the upstream reaches, average velocities are reduced and there is a corresponding increase in broad scale inundation associated with flood events. As will be discussed in the following sections, gauge observations for the January 2011 event are consistent with this behaviour.

6.2 Available Gauge Observations

Some flooding in the Lockyer Valley began on 6 January, 2011 after two days of intense, short duration rainfall on 5 and 6 January, 2011. This caused the Lockyer Creek at the Rifle Range Road Gauge (#143210) to pass its minor flood level at approximately 11:00 pm on Thursday, 6 January, 2011 and plateau at a moderate flood level on the morning of Friday, 7 January, 2011 at approximately 5:00 am.

Continuing, yet less intense rainfall in the catchment occurring on Friday, 7 January, maintained flooding in Lockyer Creek until the level at the Rifle Range Road gauge started to fall on January 8 at approximately 10:00 am. The level at the gauge then dropped on Sunday, 9 January, 2011 at approximately 2:00 pm before prolonged rainfall commencing on Sunday morning caused levels to rise above the minor flood level that night.

On Monday, 10 January, 2011 sporadic rainfall fell throughout the morning, which was followed by more intense rainfall on the Toowoomba catchment and on the western section of the Lockyer Creek catchment by midday and into the afternoon. The most intense rainfall burst recorded at the Toowoomba Airport gauge (# 041529) was over a near 2 hour period between 12:31pm and 2:20 pm on 10 January 2011.

On Tuesday, 11 January, 2011 heavy rainfall was recorded on the southern portions of the catchment. The highest totals were recorded at the Tallegalla gauge (# 040503) in the catchment adjacent to Laidley Creek.

Figure 6-2 presents the available Lockyer Creek water level gauge data with cumulative rainfall totals at the Toowoomba Airport gauge (# 041529), the Gatton Rainfall Gauge (# 040082) and the Tallegalla Rainfall Gauge (# 040503). Note that the water level records are presented against Australian Height Datum (AHD) to provide an indication of the relative elevations of the gauging stations.

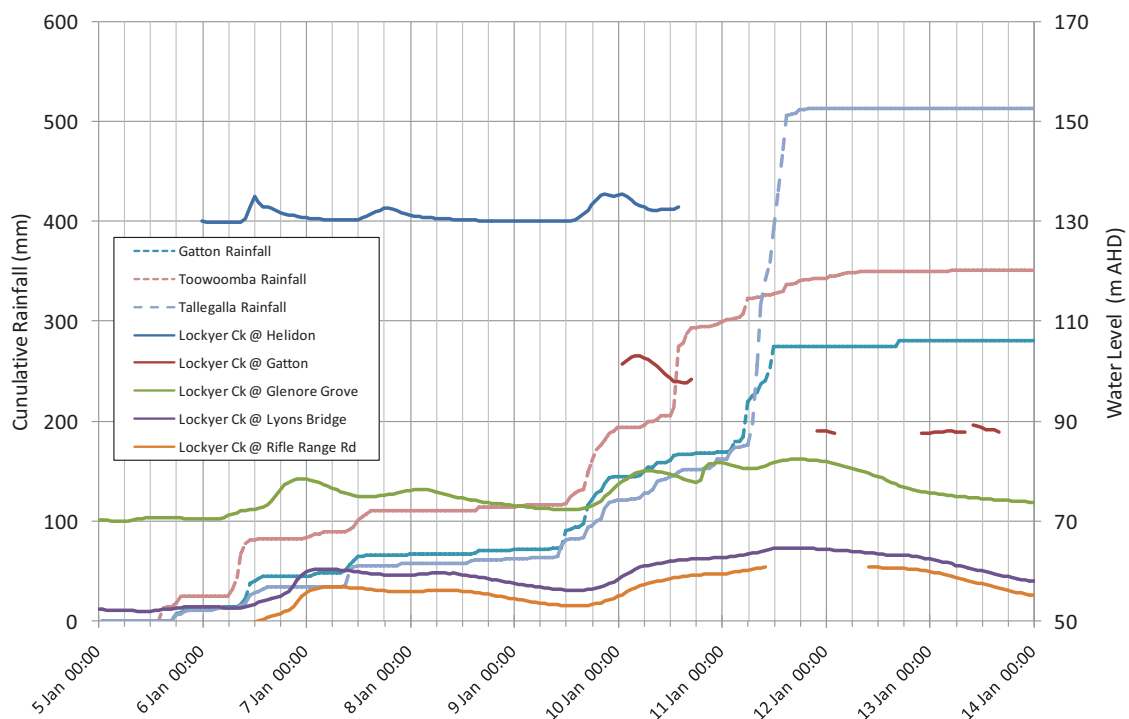


Figure 6-2 Available Gauge Data for the Lockyer Creek

6.2.1 Lockyer Creek Reach from the Catchment Divide to Gatton

Figure 6-3 shows the available gauge data for the upper reaches of Lockyer Creek. This clearly shows inundation occurring within 24 hours of the associated rainfall for the 3 rainfall events prior to the event of the 11th January. Note that the available water level record for Gatton is largely incomplete. Given that the 11th January event was significantly larger than the preceding events it is reasonable to assume that the catchment response time for the 11th January event would be shorter than for the preceding events. Preliminary calculations support this assumption.

Note that at the next gauging station downstream, Glenore Grove, a slower response to rainfall is evident. Whereas the upstream gauges show distinct and separate flood peaks, the Glenore Grove gauging station shows merging of flood peaks as they travel downstream and spread out onto the broader floodplain downstream of Gatton.

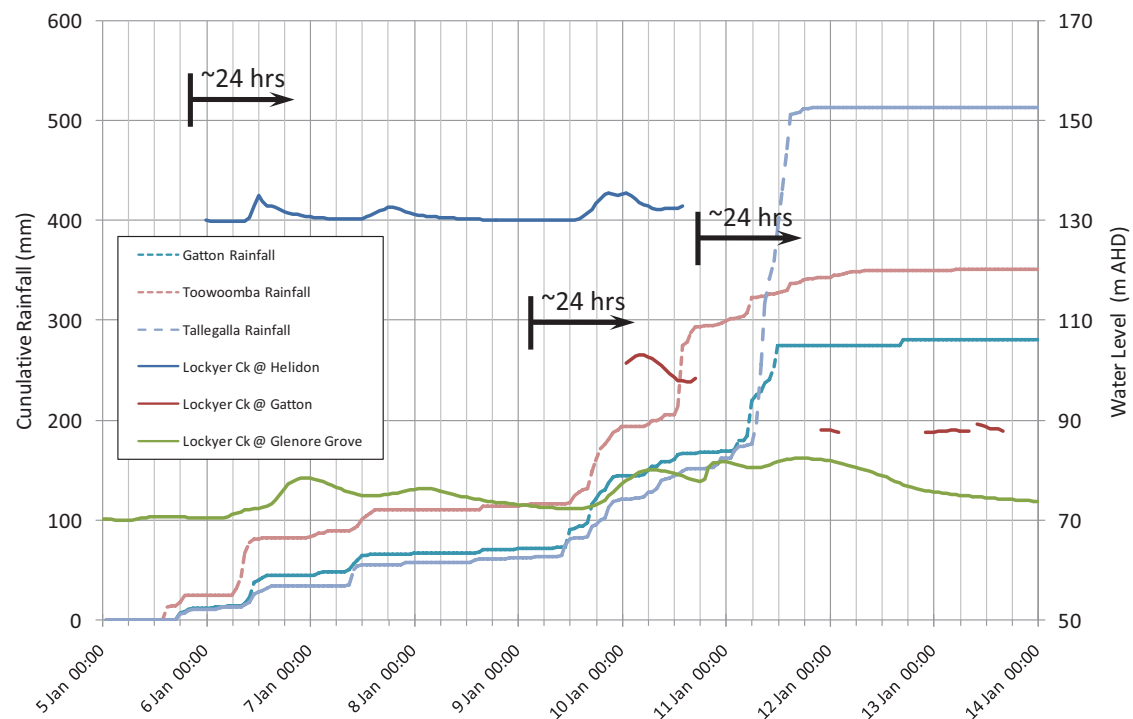


Figure 6-3 Available Gauge Data for the Upper Reaches of Lockyer Creek

On the basis of the gauge data presented in Figure 6-3 it is reasonable to conclude that for the Lockyer Creek from the top of the catchment (as shown on Figure 6-1) downstream to Gatton, inundation associated with rainfall events within the period 5th January to the 11th January occurred in each case within 24 hours of the commencement of the rainfall event.

6.2.2 Laidley Creek extending downstream to Laidley

Figure 6-4 shows the available gauge data for Laidley Creek downstream to its junction with Lockyer Creek (in the vicinity of Glenore Grove). The relationship between rainfall and the resulting water level peaks are less clear for the Laidley Creek gauge results than for the Lockyer Creek and at the time of writing of this report several pieces of gauge data for Laidley Creek are unavailable.

The Laidley Creek at Laidley Showground water level appears to be inconsistent with both the rainfall observations and anecdotal observations of flood behaviour by residents. In particular:

- The “plateau” in water levels at this gauge on the 11th January, 2011 appears either incorrect or not representative of the flow associated with the event that was occurring at the time. This may be due to several reasons including flow bypassing the gauge and/or gauge malfunction.
- There appear to be several inconsistencies between the rainfall records and the observed water levels for the two days of the 9th and 10th of January, 2011. These inconsistencies may possibly be due to local variation in rainfall in this vicinity.

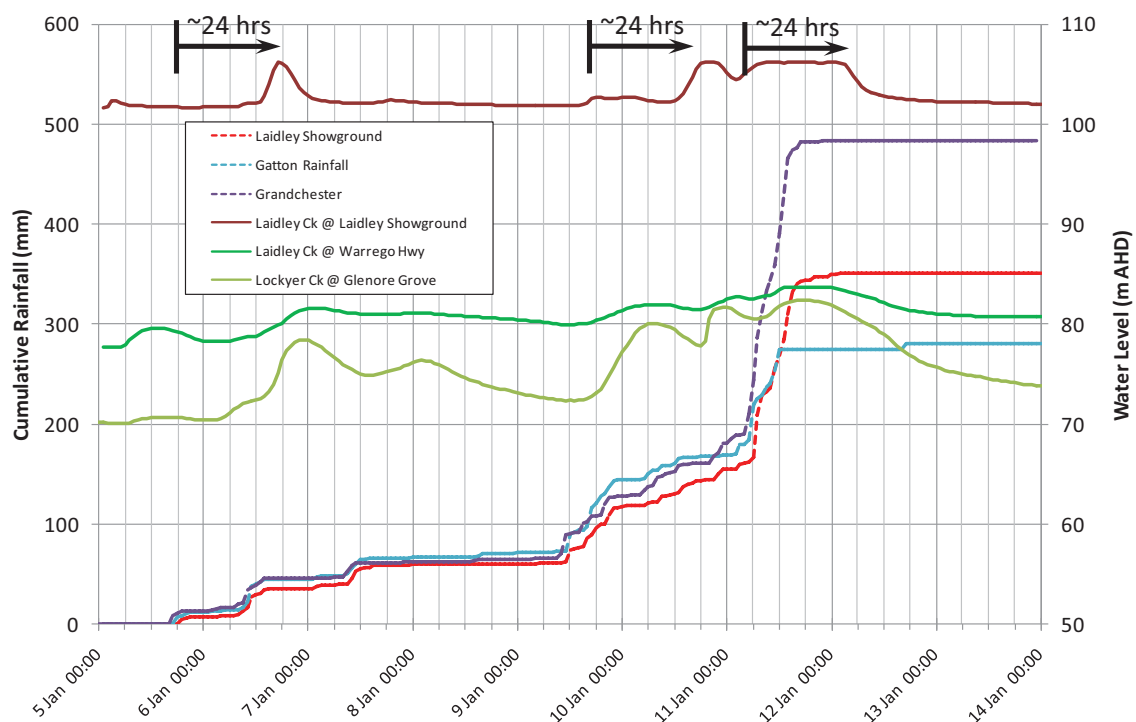


Figure 6-4 Available Gauge Data for the Upper Reaches of Laidley Creek

Note, however, that even if the peak water level shown by the Laidley Showground gauge record for the 11th January event is not representative of the flood peak that was observed, the gauge does record falling water levels following the flood peak within the 24 hour period. This indicates that inundation associated with the significant rainfalls of the 11th January event had peaked within the 24 hours of the commencement of rainfall.

On the basis of the gauge data, it is reasonable to conclude that for the upper reaches of the Laidley Creek (that section of Laidley Ck running from the South to Laidley) inundation associated with rainfall events within the period 5th January to the 11th January occurred in each case within 24 hours of the commencement of the rainfall event.

The gauge record for Laidley Creek at the Warrego Highway shows merging of the flood peaks associated with the broadening of the floodplain and lower slopes in the downstream reaches of Laidley Creek.

6.2.3 Downstream Reaches to Brisbane River Junction

Figure 6-5 presents available gauging information in the downstream reaches of Lockyer Creek (between Gatton and the junction with the Brisbane River).

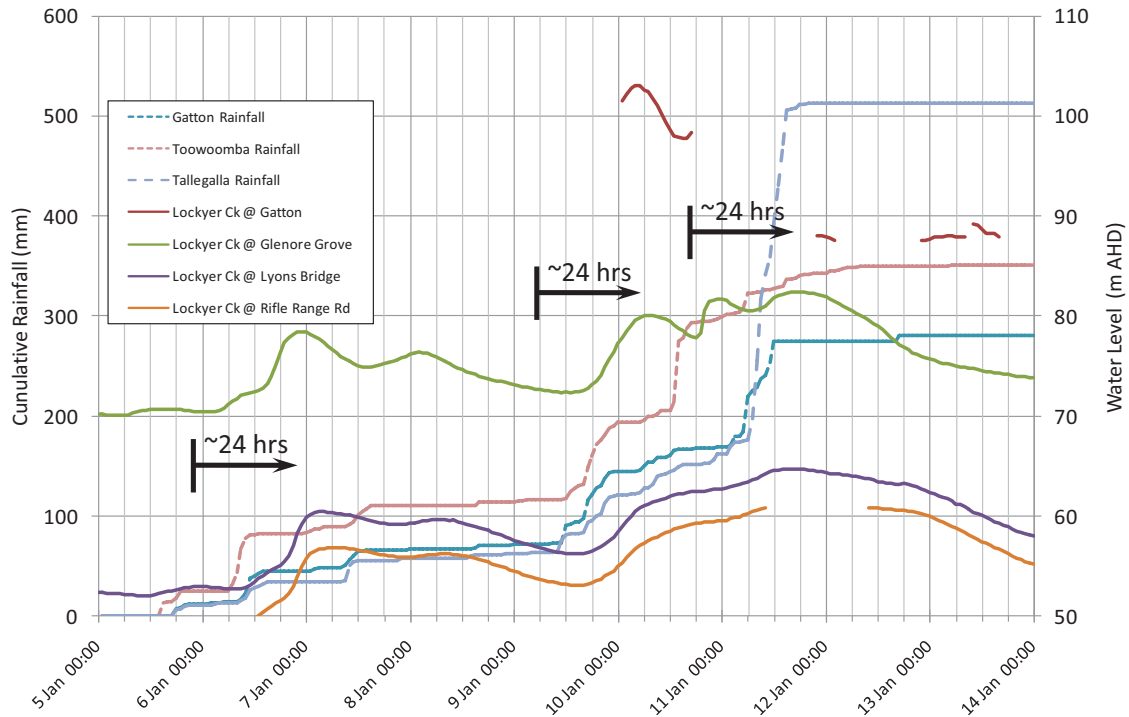


Figure 6-5 Available Gauge Data for the Lower Reaches of Lockyer Creek

Note the merging of the flood peaks in the Glenore Grove gauge record. While separate peaks are distinguishable, water levels are generally elevated over several days from the 6th to the 9th of January and then again from the 10th to the 12th of January.

While it is clear that water levels responded within 24 hours to the heavy rainfall experienced within the catchment, the peaks are less distinguishable in the gauge records for Lockyer Creek at Lyons Bridge and again at Rifle Range Road.

The peak water level which occurred at approximately midnight on the 6th January, was attributable to rainfall which fell in the preceding 24 hours.

The peak water level which occurred at approximately 06:00 on the 10th January, was attributable to rainfall which fell in the preceding 24 hours augmenting somewhat elevated water levels themselves caused by rain which had fallen earlier than the preceding 24 hours

The peak water level which occurred at approximately 18:00 on the 11th January, was attributable to rainfall which fell in the preceding 24 hours augmenting substantially elevated water levels themselves caused by rain which had fallen earlier than the preceding 24 hours.

7. ESK INUNDATION

7.1 Location of Rainfall and Stream Gauging Stations

Figure 7.1 shows the location of available rainfall and stream gauging stations in the region of the township of Esk.

7.2 Rainfall and River Height

Figure 7.2 shows cumulative rainfall for selected gauging stations within the catchment together with Esk Creek water levels at Falls Road for the period 9 to 13 January 2011. Please note that:

- Esk Creek is located downstream of the Town of Esk and downstream of the Sandy Ck – Esk Ck confluence.
- Hourly rainfall data for Esk was unavailable at the time of writing this report.

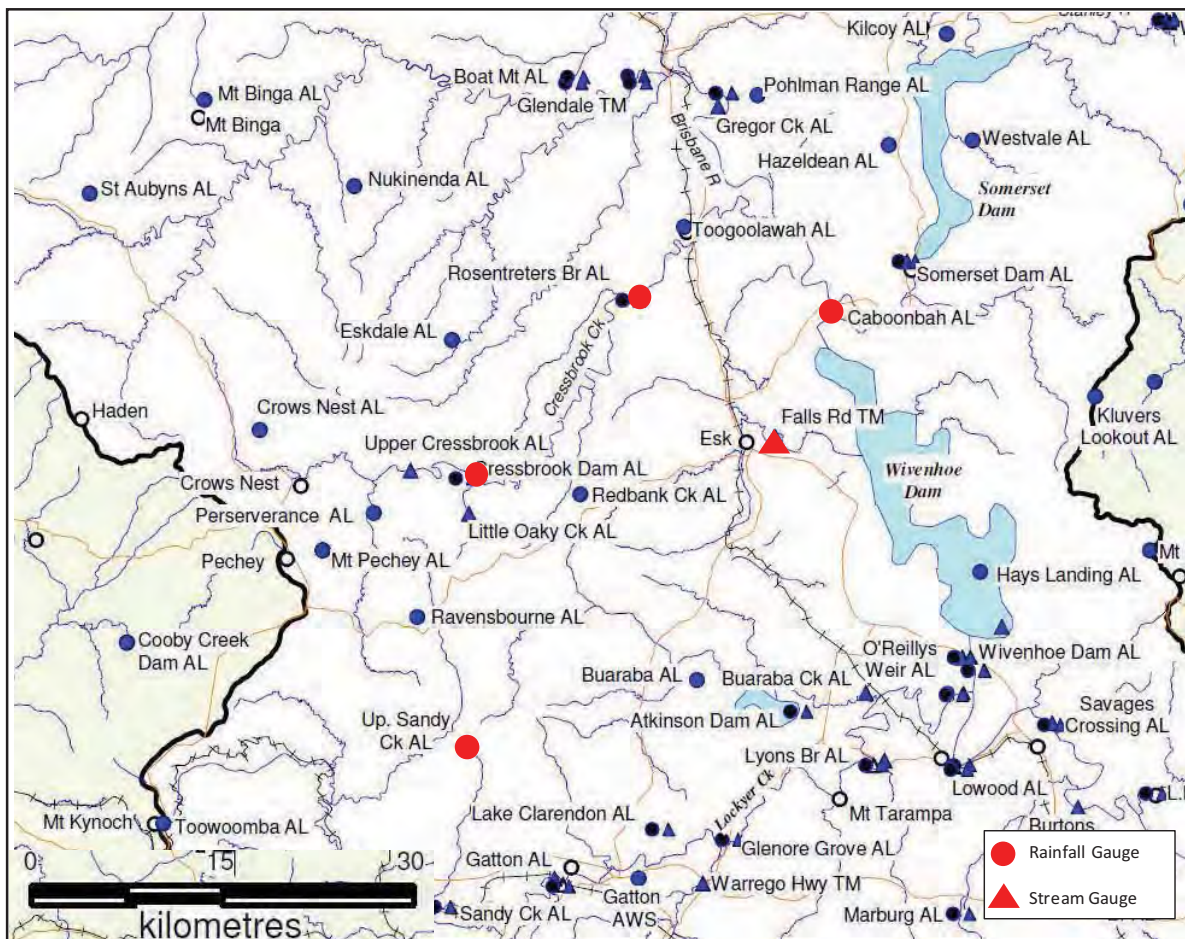


Figure 7.1 Adopted Rainfall and Stream Gauging Stations in the Esk Area

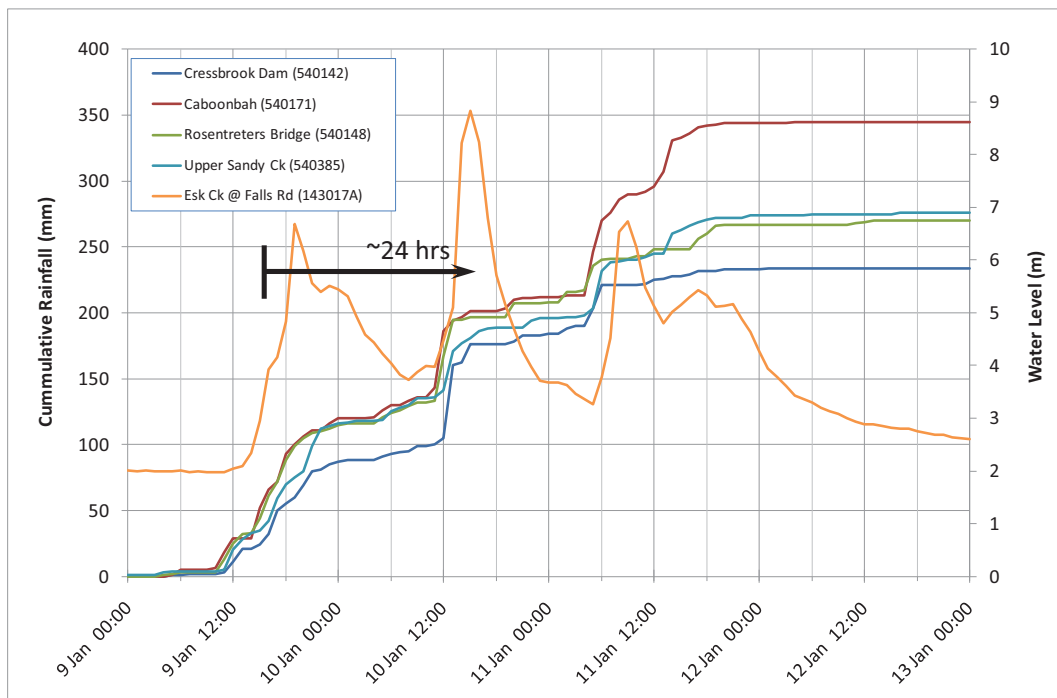


Figure 7.2 Cumulative Rainfall and Esk Ck Water Levels for the Period 9 to 13 January 2011

This figure shows the gauge results at Falls Road. Whilst not within the township of Esk it is the best available data and in our opinion a reasonable basis to form views concerning Esk.

The peak water level which occurred at approximately 15:00 on the 10th January, was attributable to rainfall which fell in the preceding 24 hours. As the above figure shows there was some rainfall commencing a couple of hours earlier than the start of that 24 hours period. However, this would not have made a material contribution to peak flood levels which reached 9m as recorded at the Falls Road gauge. Expressed another way, a peak of similar magnitude would still have been experienced without that earlier rain.

The Falls Road gauge is downstream of the Esk township, so peak levels at Esk would have followed more quickly the recorded rainfall than the peak experienced at Falls Road. Accordingly even this earlier rain may have occurred within 24 hours of the peak at 15:00 at Esk on the 10th of January.

8. CONCLUSIONS

From our review of the available data for the inundation events of January, 2011 we have formed the following opinions with regard to inundation suffered by properties in the Lower Lockyer Valley and Esk:

- For the region extending from the top of the Lockyer Creek catchment downstream to Gatton on Lockyer Creek, rainfall and river gauge data indicate that the several inundation peaks that occurred over the period 9th, 10th and 11th of January, 2011 on Lockyer Creek were each caused by rainfall that commenced within 24 hours of the observed flood peaks. This includes all tributaries of the Lockyer Creek in this region.

Properties that experienced inundation attributable to this mechanism are listed in Schedule A.

- For the region extending from the top of the Laidley Creek catchment downstream to Laidley on Laidley Creek, rainfall and river gauge data indicate that the several inundation peaks that occurred over the period 9th, 10th and 11th of January, 2011 on Laidley Creek were each caused by rainfall that commenced within 24 hours of the observed flood peaks. This includes all tributaries of the Laidley Creek in this region.

Properties that experienced inundation attributable to this mechanism are listed in Schedule A.

- For the region extending downstream from Gatton along Lockyer Creek; downstream from Laidley along Laidley Creek to the junction of Lockyer Creek and Laidley Creek; and further downstream to the junction with the Brisbane River, inundation was caused by rainfall that commenced both earlier than, and within a 24 hour period of the observed flood peaks.

Properties that experienced inundation attributable to this mechanism are listed in Schedule B.

- It is reasonable to conclude that the peak inundation experienced by the Esk township on 11th January, 2011 was within a 24 hour period of the commencement of the rain event.

Esk properties are included in Schedule A.

9. REFERENCES

Bureau of Meteorology, 2011, Definitions and Terminology,
http://www.bom.gov.au/hydro/flood/flooding.shtml#definitions_terminology

Bureau of Meteorology, 2011, Special Climate Statement 24, "Frequent heavy rain events in late 2010/early 2011 lead to widespread flooding across eastern Australia". First issued 7th January, 2011, Updated 25th January, 2011.
<http://www.bom.gov.au/climate/current/statements/scs24b.pdf>

CSIRO, 2000, "Floodplain Management in Australia: Best Practice Principles and Guidelines – SCARM Report 73".

Institution of Engineers Australia, 1998, "Australian Rainfall and Runoff – Volume 1 – A Guide to Flood Estimation".

Queensland Government Natural Resources and Water, 2008, "Queensland Urban Drainage Manual", Second Edition.

Queensland Government, June 2003, "Mitigating the Adverse Impacts of Flood, Bushfire and Landslide - State Planning Policy Guideline SPP1/03".

10. AUTHORS QUALIFICATIONS

The author of this report is Mr Stephen Quinton Clark. In arriving at my opinions in this report, I have been assisted by the following Water Technology staff who have carried out certain work under my direction and supervision:

Dr Richard Walton

Mr Chris Catalano

Mr Sachi Canning

Mr Daniel Rodger

I have reviewed their work and the opinions expressed in this report are my own.

Details of my qualifications are provided in Table 10-1 below.

Table 10-1 Authors Qualifications

Full Name	Stephen Quinton Clark
Job Position	Director
Location	Brisbane, Queensland
Qualifications	Bachelor of Civil Engineering (Hons), UQ, 1988 Master of Engineering Science, UQ, 1999 National Professional Engineers Register (NPER) Registered Professional Engineer Queensland (RPEQ)
Key Areas of Relevant Expertise	Hydrologic and hydraulic engineering, floodplain management and flood warning

This report contains my preliminary views on the January, 2011 flood event within the Lower Lockyer and Esk regions. It is preliminary essentially because not all inspections have been completed and not all relevant data is available. In due course should you wish it, I will prepare a final report after the completion of those further investigations (by me or by others). That report, that has been requested by CGW, should be prepared in the form required by the rules of court for an expert witnesses report, given the possibility of litigation arising.

However, subject to those further investigations, this preliminary report refers to all material matters of which I am currently aware and could reasonably obtain at the time of writing which might affect my conclusions.



.....
Mr Stephen Quinton Clark

Exhibit 18

[REDACTED]

From: [REDACTED]
Sent: Monday, 7 March 2011 6:54 AM
To: [REDACTED]
Subject: Present Position Advice - Storm - CROWTON, Diane Cecilia - Your Ref: [REDACTED]
(Our Ref: [REDACTED])

Claim Details

Insured's Name: Diane Cecilia Crowton
Your ref: [REDACTED]
Our ref: [REDACTED]
Adjuster: David Harper

Situation of loss: [REDACTED] Cobblestone Lane LAIDLEY QLD 4341 Date of loss: 10 January 2010
Claim type: Storm Policy type: Household Policy number: Not advised

Reserve: \$ 11380.00

Status Summary

Awaiting Hydrologist Report

Additional Comments

Awaiting hydrologist report and Stream's scope of works

If you have been provided with access to Freemans ClaimNet, you can view your claim online at

<https://extranet.freemans.com.au/servlet/au.com.icconsulting.freemans.servlet.SearchServlet?choice1=claim number&searchParam1=HH01244460>

Regards

[REDACTED]
MYI Freemans Toowoomba

Exhibit 19

From: [REDACTED]
Sent: Wednesday, 16 March 2011 5:35 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RACQI Cat 115/116 claims Lower Lockyer/Moreton/Caboolture

[REDACTED]

We have now received specialist advice from our appointed Hydrologists, which confirms significant rainfall events which led to flash flooding at the properties identified in the attached spreadsheets. It is therefore now in order to proceed with these claims under the defined event of Flash Flood and Stormwater Runoff as defined in the RACQ Insurance PDS.

Please note that in respect of these claims RACQ Insurance will be applying the limits for these defined events as set out within the PDS, unlike Toowoomba and Upper Lockyer claims previously authorised where we have made contributions from our Compassionate Fund for amounts over our PDS limits in recognition of the sensitivity associated in these regions.

Please note, that any inundation claims identified which are not as a result of flash flood should be referred for individual consideration in line with normal procedures.

[REDACTED] – can you please now move to complete the contents settlements, and immediately pass any building losses on to Stream. Once the contents settlements are complete it is in order for you to finalise your files.

[REDACTED] – please action all building losses as received from MYIF, and as their file is to be closed following the contents settlement please take over the customer management through the building repair process.

Both – it seems to make sense to have MYIF close their file after contents settlement and for Stream to continue to completion so please apply this to the previously authorised claims in Toowoomba and Upper Lockyer Valley.

Finally, these claims will now form part of the weekly reporting requirements, as will any future claims authorised for flash flooding as a result of these events.

Happy to clarify if needed.

Regards,

[REDACTED] (Dip Bus - FLM)
Executive Manager - Household Claims & Loss Adjusting

RACQ Insurance

PO Box 3004
Logan City DC QLD 4123

Phone: [REDACTED]
Mobile: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

This communication has been sent on behalf of RACQ Insurance Limited [RACQI]. The information contained in this communication may be privileged and confidential. If you are not the intended recipient, any use, disclosure or copying of this communication is expressly prohibited. If you have received this communication in error, please delete it immediately. RACQI and its associated entities do not warrant or represent that this

Exhibit 20



myifreemans

PAYMENT/ PROGRESS REPORT No. 2

To: RACQI

Date: 25 March 2011

Claim Number: [REDACTED]

Adjuster: [REDACTED]

Company: MYI Freemans Toowoomba

Claimant Name: Diane Cecilia Crowton

Our Ref: [REDACTED]

Recommended Payments

Payee and Postal Address	ABN	Tax Inv No:	Tax Inv Valid Y/N	Bld/ Cnts/ Other	Invoice Amount \$	Less Excess \$	Amount Payable \$	Comments/ Description
Diane Crowton [REDACTED] Cobblestone Lane Laidley QLD 4341	N/A	N/A	N/A	Cnts	\$8,779.00	\$300.00	\$8,479.00	Cash settlement for contents items
MYI Freemans Limited [REDACTED]	86 111 653 386	TO02969 -2	Y	Fees	214.50		0.00 214.50	Final assessor fee
Total					\$8,993.50	300.00	\$8,647.00	

Toowoomba Office 1/382 Ruthven Street Toowoomba QLD 4350, PO Box 511 Toowoomba QLD 4350
Telephone 07 4638 4777 Facsimile 07 4638 5776 Email toowoomba@myifreemans.com.au
Claims are now online via ClaimNet at www.myifreemans.com.au
MYI Freemans Ltd ABN 86 111 653 386

Updates/Comments

We recommend the Insured be cash settled in the amount of \$8,479.00 being net of the \$300 policy excess for the contents items. We have closed our file and attach herewith our final fee invoice.

Reserve Update

Description	Previous Reserve	Payments Now Recommended	Other Adjustments (comment below)	New Reserve
Contents	\$8,693.50	\$8,479.00		
Assessor Fees	\$550.00	\$214.50		
Total		\$8,693.50		

Reserve Comments

Settlement is net of the \$300 policy excess.

Exhibit 21



myifreemans

Tax Invoice

INVOICE NO.

TO028969-2

DATE

25-Mar-11

TERMS

30 Days

INVOICE TO

RACQ Insurance Brisbane

PO Box 3004

LOGAN CITY QLD 4114

50 009 704 152

REMIT PAYMENT TO

MYI Freemans

PO Box 36

St Leonards NSW 1590

Fax: 02 9436 1367 Email: receivables@myifreemans.com.au

MYI Freemans Limited

ABN 86 111 653 386

Bank: Westpac, BSB: 032-297, Acct No: 22-5994

Branch: 601 Pacific Highway, St Leonards, NSW, 2065

Please quote TO028969-2 on remittance and eft payment

DESCRIPTION OF SERVICES

Claim No:

MYIF Ref:

Insured: Diane Cecilia Crowton

Situation of loss: Cobblestone Lane LAIDLEY QLD 4341

Date of loss: 10 January 2010

Claim type: Storm

CAT Event: 2010 Post 24 Dec QLD Storm-Floods

INVOICE DETAILS

DESCRIPTION	QTY	UNITS	RATE	AMOUNT
Professional Fees				
Set Fee - Ad Valorem				195.00
			Sub Total	195.00

NET TOTAL	195.00
GST	19.50
TOTAL \$AU	214.50

Exhibit 22

PAGE 1

2 PAGESTOSTREAM
INDUSTRY LEADERSHIP
FACE [REDACTED]FROMDIANE + ROBERT CROWTON
[REDACTED] COBBLESTONE LANE
LAIDLEY QLD. 4341RE:

INSURANCE CLAIM

REF NO [REDACTED]

PH [REDACTED]* ATTACHED RECEIPT FOR
REPAIR OF HOT WATER SYSTEM

31/03/2011 06:01

LAIDLEY STATE HIGH

PAGE 02/02

Gas-Spark (Ind) Pty Ltd
Unit 15 / 13 Turley St
Ipswich, Qld. 4305
Ph: 3282 8622
Fax: 3282 9557

PAGE 2

Tax Invoice

Invoice #: 000136 '13
Date: 24/03/2011

A.B.N. 36 582 278 464
A.C.N. 090 965 281

Bill To:

Mrs. Crowton
Cobblestone Lane
Laidley Qld 4341

Description	Amount	Plus
Rheem 135L LP - Remove burner clean out and replace seized pilot injector, thermocouple lead and main gas control. Set burner pressure and re-light.	\$201.82	GST
Parts	\$172.73	GST
Labour		

All goods remain the property of Gas-Spark
(Ind) Pty Ltd until fully paid for. Bank Details:
ANZ Bank Booval - BSB [REDACTED] Ac No. [REDACTED]

Freight:	\$0.00
GST:	\$37.45
Total Inc	\$412.00
Amount	\$0.00
Balance	\$412.00

Exhibit 23

[REDACTED]

From: [REDACTED]
Sent: Friday, 15 April 2011 9:59 AM
To: [REDACTED]
Subject: Present Position Advice - Storm - CROWTON, Diane Cecilia - Your Ref: [REDACTED]
(Our Ref: [REDACTED])

Claim Details

Insured's Name: Diane Cecilia Crowton
Your ref: [REDACTED]
Our ref: [REDACTED]
Adjuster: David Harper

Situation of loss: [REDACTED] Cobblestone Lane LAIDLEY QLD 4341 Date of loss: 10 January 2010
Claim type: Storm Policy type: Household Policy number: Not advised

Reserve: \$ 8479.00

Status Summary

File reactivated

Additional Comments

Have spoken to Stream - report should be finished to send to us next week

If you have been provided with access to Freemans ClaimNet, you can view your claim online at

[https://extranet.freemans.com.au/servlet/au.com.icconsulting.freemans.servlet.SearchServlet?choice1=claim number&searchParam1=\[REDACTED\]](https://extranet.freemans.com.au/servlet/au.com.icconsulting.freemans.servlet.SearchServlet?choice1=claim number&searchParam1=[REDACTED])

Regards

[REDACTED]
MYI Freemans Toowoomba

Exhibit 24

First Report - Storm

To : MYI Freemans
Attn : Loss Adjuster
Delivery : stream@myifreemans.com.au

Date : 19/04/2011

Claim Ref : [REDACTED]

Stream Ref: E30267-

Consultant : [REDACTED]

RESPONSE DETAILS

Date of Instructions : 15/02/2011
First Contact With Insured : 15/02/2011
Date of Inspection : 01/04/2011

CLAIM DETAILS

Date of Loss : 00/00/0000
Insured Name : Diane Cecilia Crowton
Situation of Loss : [REDACTED] Cobblestone Lane
Laidley 4341

SUMS INSURED & RESERVE**Sums Insured**

Building: \$189,000.00

Contents: \$0.00

Other: \$0.00

Reserve

	Previous Reserve	Current Reserve	Previous Payment	Payments This Report	Outstanding Reserve
Building	-	1,867.80	-	-	1,867.80
Contents	-	-	-	-	0.00
Other	-	-	-	-	0.00
Professional Fees	-	-	-	-	0.00
Sub Total	-	1,867.80	-	-	1,867.80
Less Excess	-	0.00	-	-	0.00
Totals	0.00	1,867.80	0.00	0.00	1,867.80

Ankuse

CLAIM DETAILS

Causation

Our first inspection was with the view to providing a scope of works for door and patio, as requested. At that time, the Insured advised that the walls to the downstairs area needed to be replaced. Our findings are as follows:

Following a close up observation to the front and back of the wall linings consisting of 10mm plasterboard (white gypsum), 4.4mm ply sheet and MDF composite sheeting and the bottom face panels of doors, we advise that we have been unable to determine 'damage' to these lower built in area materials.

Doors are binding, which is a combination of minor movement and incorrect installation to the building.

Water ingress and damage may be evident to the grout joins to the floor tiles in some areas, although whether this 'damage' was sustained by water or flooding, we are unable to determine. The owner advised they have not cleaned the lower level as they were told to leave the dirt there for the insurance company to see.

Following this inspection, the insured phoned to say she had been advised by the assessor to have us re-attend and inspect the external patio tiles, and again stated internal walls were damaged, and that she has had a builder from a community flood initiative attend site and he advised that half of the plaster sheet downstairs should be removed and replaced as water went approx. 18 inches up wall.

Our findings following the second inspection, by another of our consultants, is as follows:

We confirm the findings of the original consultant's inspection. In addition, we noted where the lower level of the house has been built in. The quality of the works and finishes lead us to believe the works were not carried out by trades, licensed or skilled persons, in any form.

- The concrete paving used as the floor is not level.
- The plaster work to ceilings and walls are poorly installed and finished.
- The doors internal and external joinery are of poor finish and quality. Apparently these doors are a variety of odd and uneven shapes that were bought by the insured at auction. The frame surrounds were then constructed to conform to the odd shape of the door. They have not been painted underneath as is usual building practice, and are installed too close to the floor which is why they are now jamming on the floor after having swelled.
- The ceramic tiles through out are not level, poorly laid and finished.

We discussed these works to the lower level with the owner, and she advised that all the works had been carried out by licensed tradespeople, and the lower level of the house was approved by the local Council as a habitable area.

The owner insisted the lower level of the house had been flooded to 450mm high, but again we could find no clear evidence of this: no water marks or staining, nor resultant damage to linings. The plaster work and timber joinery were not showing any evidence of water damage that should follow and inundation to this level.

To remove existing external floor tiles to patio, clean and grind concrete paving, provide leveling of slabs, install up to 60.0m2 of tiles (PS \$30.00m2 supply) to paving to meet current standards with expansion joints to slab cold joints would be in the order of \$9800.00.

Also to remove lower floor bottom plaster sheeting through out, replace plaster, doors and joinery affected would be in the order of \$8700.00. However it would be difficult to match existing poor installation, finishes, no allowance to upgrade existing defects and poor plaster works.

In this case we await your further advice in this claim.

Overview Of Loss

Damage has been sustained to:

Tile floor to the lower area by storm water.

GENERAL COMMENTS

During our inspection we made the following observations:

The lower level of the dwelling was a converted underside of a single storey highset Queenslander. The lower level had inadequate ceiling height (1.950mm), unsuitable step downs to the external levels and water tight integrity to

the external cladding, external door seals and windows to be compliant with current code. The customer has advised a submersible grey water pump is located to the lowest point of the floor area, just below the downstairs built in areas.

We advise the lower level of the dwelling was not designed for its current use and reinstatement of the lower level in its current form would be illegal and would require substantial modification to comply.

Should reinstatement of the lower level take place our concern remains for the future with a likelihood that the premises may continue to experience internal damage due to highlighted conditions.

Should you choose to proceed with this claim we recommend the insured undertake the modifications to the dwelling to comply with building codes and regulations for habitable rooms prior to repairs taking place. The above recommendation would be an expensive rectification project that you may wish to discuss further with your customer prior to renewal being offered. We will leave your underwriting department to consider this further but advise the likelihood of further water ingress during future severe weather events is high.

Minor subsidence has occurred over a period of time which is the motion of a surface as it shifts downward and upward which results in an increase or decrease in the elevation of the foundations (soil). Ground subsidence is of concern to buildings and properties constructed on soil type with high elasticity and movement. Black soil areas have extreme rates of movement between wet and dry seasons and prolonged drought has caused soil to shrink, dropping the concrete and posts.

The internal doors have moved from there intended location. This would be due to ground subsidence.

We recommend the customer undertake an assessment of the dwelling by a licensed building inspector to fully ascertain the extent of the problem.

A scope of works has been provided for repairs to the damaged areas of floor tiling in its current form. Please advise if you wish to proceed in a different manner.

SITE DRAINAGE-

It is normal practice that building owners are required to maintain the outside of their buildings in a manner which will direct all storm water flows away from the building. The area around the building is considered to be poorly drained in a manner which will encourage water flows into the building.

Building Codes and Regulations require suitable fall and storm water drainage to a dwelling. We advised the customer to engage a certified consultant to address the area.

NEXT ACTION

Insured:	Await further advice.
Stream:	Await further instructions.
Your Office:	


Licenced Building Consultant

Stream BuildAssist Claims Team.
Phone: 1300 766 980
Fax: 1300 766 982
Email: help@streamgroup.com.au

Exhibit 25

Scope of Works

CUSTOMER REPAIRS					
No.	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Plumbing	-	-	-	-
	(a) We recommend the customer engage a licensed contractor to inspect the drainage/stormwater and carry out any necessary maintenance or rectification work to prevent further ingress.	1.00	Lot	1.00	Lot
Total				\$ 0.00	
PRELIMINARIES					
No.	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Construction Management	-	-	-	-
	(a) Provision of supervision.	1.00	Lot	2.00	hrs
2	Furniture arrangement	1.00	Lot	4.00	hrs
Total				\$ 448.80	
BATHROOM					
No.	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floor tiles	-	-	-	-
	- Light acid and clean	4.00	m2	1.00	-
Total				\$ 85.80	
LIVING AREA					
No.	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floor tiles and grout joins	-	-	-	-
	- Light acid and clean	20.00	m2	3.00	-
Total				\$ 310.20	
TOILET					
No.	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floors tiles and grout lines	-	-	-	-
	- Light acid and clean	3.00	m2	2.00	-
Total				\$ 138.60	
BEDROOM 1					

		MATERIALS		LABOUR	
No.	ITEM NAME	QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floors tiles and grout lines	-	-	-	-
	- Light acin and clean	20.00	m2	4.00	-
				Total	\$ 369.60
ROOM UNDER FRONT DECK					
		MATERIALS		LABOUR	
No.	ITEM NAME	QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floors tiles and grout joins	-	-	-	-
	- Light acid and clean	12.00	m2	4.00	-
				Total	\$ 316.80
HALLWAY					
		MATERIALS		LABOUR	
No.	ITEM NAME	QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floort tiles and grout lines	-	-	-	-
	- Light acid and clean	3.00	m2	3.00	-
				Total	\$ 198.00

Grand Total \$ 1,867.80

Exhibit 26

Additional causation information report

To : RACQ Insurance Limited
Attn : Claims Officer
Delivery : stream@myifreemans.com.au
 stream@myifreemans.com.au

Date : 21/04/2011

Claim Ref : [REDACTED]

Stream Ref: E30267

Consultant : [REDACTED]

RESPONSE DETAILS

Date of Instructions : 15/02/2011
First Contact With Insured : 15/02/2011
Date of Inspection : 01/04/2011

CLAIM DETAILS

Date of Loss : 00/00/0000
Insured Name : Diane Cecilia Crowton
Situation of Loss : [REDACTED] Cobblestone Lane
 Laidley 4341

Policy No :
Policy Type :
Inception : 00/00/0000
Excess : \$0.00

SUMS INSURED & RESERVE

Sums Insured

Building: \$189,000.00 **Contents:** \$0.00 **Other:** \$0.00

Reserve

	Previous Reserve	Current Reserve	Previous Payment	Payments This Report	Outstanding Reserve
Building	1,867.80	1,867.80	-	-	1,867.80
Contents	-	-	-	-	0.00
Other	-	-	-	-	0.00
Professional Fees	-	-	-	-	0.00
Sub Total	1,867.80	1,867.80	-	-	1,867.80
Less Excess	0.00	0.00	-	-	0.00
Totals	1,867.80	1,867.80	0.00	0.00	1,867.80

CLAIM DETAILS

Further Developments

We wish to provide further information regarding the cause of damage to the external tiling, as this may not have been entirely clear in our initial report. Our consultant advises the following:

I believe the damage to the external patio tiles is due to soil erosion, landslide, subsidence, earth movement, earth shrinkage affecting the external paving slabs which are moving and cracking which is cracking and causing tiles to lift. It is also noted there are issues with the patio tiles original installation, glue failure and method of laying, and preparation of original substrate. I am unsure that flood should have affected tiles laid to the Australian standards, as tiles laid in pools, and wet areas seem to be able to cope being under water, it appears the tiles have failed due to substrate issues.

(The quality of the external paving is hard to gauge, with out further destructive investigation. The assumptions of this report are from the visible damage noted on site).

General Comments

We await your advice with regard to policy response before calling for tenders on any of the areas claimed.

NEXT ACTION

Insured:	Await further instructions.
Stream:	Await further instructions.
Your Office:	Action in due course.

Diana Pollok

Stream Build**Assist** Claims Team.
Phone: 1300 766 980
Fax: 1300 766 982
Email: help@streamgroup.com.au

Exhibit 27

To: RACQ Insurance Brisbane
PO Box 3004
LOGAN CITY QLD 4114

Date: 3 May 2011

Attention: Household Claims

Fax: (07) 3341 0630

Our Ref:

TO028969KDH

FIRST REPORT - PROPERTY

Claim Number: [REDACTED]	Adjuster: [REDACTED]
Instructed By: Household Claims	On: 13/01/2011
Contacted: 18/05/2010 7:10:21 PM	Inspected: Attended 19/01/2011 10:00:19 AM

Claimant Name: Diane Cecilia Crowton	ITC Percentage 0
ABN: Not applicable	Risk Address:
Postal Address:	[REDACTED] Cobblestone Lane LAIDLEY QLD 4341
[REDACTED] Cobblestone Lane LAIDLEY QLD 4341	
Telephone Contact Numbers:	Fax Number:
Work:	
Home: [REDACTED]	
Mobile:	

Policy Number: Not advised	Sums Insured
Type: Household	Building:
Expiry Date: 25.01.2012	Contents:
Excess: \$300.00	Other:

Reserve					
Description	Building	Contents	Other	Adjusters Fee	Total
Reserve	1867.80			0	8479
Payments to Date				0	0
Outstanding Reserve				0	8479
Reserve Comments:					

Type of Loss: Storm	Date of Loss: 10 January 2010
----------------------------	--------------------------------------

Circumstances / Cause:

As a result of an extreme storm event on the 10 January 2011, storm water has built up on the ground surface and with the assistance of surging water has entered the insured property. As a result approximately 2 inches of water has flowed through the lower section of a highset Queenslander home. Your Insured Mrs Crowton advised that there was approximately 30 centre metres of water throughout in the lower section of the dwelling. The lower section of the dwelling has been converted to another living area with ceramic tiles laid on the floor. At the time of our inspection we noted that a number of these tiles and the tiles on the patio outside the lower section of the dwelling has also cracked. The Stream Group were instructed to attend and provide a scope of works for repairs to the insured property. After the visit to the property by The Stream Group Mrs Crowton contacted our office and

MYI Freemans Ltd

Oliver House, Lvl 5, 34 Church Street, PO Box 600 DUBBO NSW 2830
Tel: 02 6882 3033 Fax: 02 6884 3196 Email: dubbo@myifreemans.com.au
Web: www.myifreemans.com.au
ABN: 86 111 653 386

complained that they had been told by Stream that the tiles had not been laid properly and she was not happy with the report. Our assessor then requested Stream to re attend. The Stream Group then sent another consultant to the property and the finding of the second consultant was the same as the first. The Stream Group then provided us with a written report. This report is as follows.

CLAIM DETAILS

Causation:

Our first inspection was with the view to providing a scope of works for door and patio, as requested. At that time, the insured advised that the walls to the downstairs area needed to be replaced. Our findings are as follows:

Following a close up observation to the front and back of the wall lining consisting of 10mm plasterboard (white gypsum), 4.4mm ply sheet and MDF composite sheeting and the bottom face panels of doors, we advise that we have been unable to determine "damage" to these lower built in area materials.

Doors are binding, which is a combination of minor movement and incorrect installation to the building. Water ingress and damage may be evident to the grout joins to the floor tiles in some areas, although whether this "damage" was sustained by water or flooding, we are unable to determine. The owner advised they have not cleaned the lower level as they were told to leave the dirt there for the insurance company to see.

Following this inspection, the insured phoned to say she had been advised by the assessor to have us re-attend and inspect the external patio tiles, and again stated internal walls were damaged, and that she has had a builder from a community flood initiative attend site and he has advised that half of the plaster sheet downstairs should be removed and replaced as water went approx. 18 inches up wall.

Our findings following the second inspection, by another of our consultants, is as follows:

We confirm the findings of the original consultant's inspection. In addition, we noted where the lower level of the house has been built in. The quality of the works and finished lead us to believe the works were not carried out by trades, licensed or skilled persons in any form.

- The concrete paving used as the floor is not level

- The plaster work to ceilings and walls are poorly installed and finished

- The doors internal and external joinery are of poor finish and quality. Apparently these doors are a variety off odd and uneven shapes that were bought by the insured at auction. The frame surrounds were then constructed to conform to the odd shape of the door. They have not been painted underneath as is usual building practice, and are installed to close to the floor which is why they are now jamming on the floor after having swelled.

- The ceramic tiles throughout are not level, poorly laid and finished

We discussed these works to the lower level with the owner, and she advised that all the works had been carried out by licensed tradespeople, and the lower level of the house was approved by the local Council as a habitable area.

The owner insisted the lower level of the house had been flooded to 450mm high, but again we could find no clear evidence of this: no water marks or staining, nor resultant damage to linings. The plaster work and timber joinery were not showing any evidence of water damage that should follow an inundation to this level.

To remove existing external floor tiles to patio, clean and grind concrete paving, provide levelling of slabs, install up to 60.0m² of tiles (PS \$30.0m² supply) to paving to meet current standards with expansion joints to slab cold joints would be in the order of \$9,800.00.

Also to remove lower floor bottom plaster sheeting throughout, replace plaster, doors and joinery affected would be in the order of \$8,700.00. However it would be difficult to match existing poor installation, finishes, no allowance to upgrade existing defects and poor plaster works.

In this case we await your further advice in this claim.

Overview of loss

Damage has been sustained to:

Tile floor to the lower area by storm water

GENERAL COMMENTS

During our inspection we made the following observations:

The lower level of the dwelling was a converted underside of a single story highset Queenslander. The lower level had inadequate ceiling height (1.950m), unsuitable step downs to external levels and water tight integrity to the external cladding, external door seals and windows to be compliant with current code.

The customer has advised a submersible grey water pump is located to the lowest point of the floor area, just below the downstairs built in areas.

We advise the lower level of the dwelling was not designed for its current use and reinstatement of the lower level in its current form would be illegal and would require substantial modification to comply. Should reinstatement of the lower level take place our concern remains for the future with a likelihood that the premises may continue to experience internal damage due to highlighted conditions. Should you choose to proceed with this claim we recommend the insured undertake the modifications to the dwelling to comply with building codes and regulations for habitable rooms prior to repairs taking place. The above recommendation would be an expensive rectification project that you may wish to discuss further with your customer prior to renewal being offered. We will leave your underwriting department to consider this further but advise the likelihood of further water ingress during future severe weather events is high.

Minor subsidence has occurred over a period of time which is the motion of a surface as it shifts downward and upward which results in an increase or decrease in the elevation of the foundations (soil). Ground subsidence is of concern to buildings and properties constructed on soil type with high elasticity and movement. Black soil areas have extreme rates of movement between wet and dry seasons and prolonged drought has caused soil to shrink, dropping the concrete and posts.

The internal doors have moved from their intended location. This would be due to ground subsidence. We recommend the customer undertake an assessment of the dwelling by a licensed builder inspector to fully ascertain the extent of the problem.

A scope of works has been provided for repairs to the damaged areas of floor tiling in its current form. Please advise if you wish to proceed in a different manner.

SITE DRAINAGE-

It is normal practice that building owners are required to maintain the outside of their buildings in a manner which will direct all storm water flows away from the building. The area around the building is considered to be poorly drained in a manner which will encourage water flows into the building. Building codes and regulations require suitable fall and storm water drainage to a dwelling. We advised the customer to engage a certified consultant to address this area.

CLAIM DETAILS

Further developments

We wish to provide further information regarding the cause of damage to the external tiling, as this may not have been entirely clear in our initial report. Our consultant advises the following:

I believe the damage to the external patio tiles is due to soil erosion, landslide, subsidence, earth movement, earth shrinkage affecting the external paving slabs which are moving and cracking which is cracking and causing tiles to lift. It is also noted that there are issues with the patio tiles original installation, glue failure and method of laying, and preparation of original substrate. I am unsure that flood should have affected tiles laid to the Australian standards, as tiles laid in pools, and in wet areas seem to be able to cope with being under water, it appears the tiles have failed due to substrate issues. (The quality of the external paving is hard to gauge, without further destructive investigation. The assumptions of this report are from the visible damage noted on site).

General Comments

We await your advice with regard to policy responses before calling for tenders on any of the areas claimed. The Stream group have provided a scope of works to clean the tiles internally in the downstairs area.

We would however suggest in conclusion that the remainder of the repairs mentioned above be denied, this recommendation is suggested due to Stream being of the opinion that the works enclosing the underneath area of the highset Queenslander home have not been done to Australian design standards. In order to affect any repairs to the downstairs area of the building would require rectification works to be carried out by the Insured to bring the property up to Australian standards so any repairs could be affected properly.

We also point out the inspections carried out by Stream could not detect any evidence of water being in the underneath section of the dwelling to a height of 450mm.

Extent of Loss / Damage:

Acid wash and clean tiles in Bathroom, Living area, Toilet, Bedroom 1, Room under front deck and Hallway. Scope of works provided by Stream in the amount of \$1867,80

Recommended Payments

Payee & Postal Address	ABN	Tax Inv No	Inv valid Y/N	Bld/Cts/Oth	Excess deducted Y/N	Amount Payable

Police / Fire Brigade Notified: Yes**By Whom:****Date:****Name Station:****Report Number:** Not applicable**Attended:****Report Applied For Y/N:****Policy Liability / Recommendations:****Recovery:** Unlikely**Salvage:** Unlikely**Relevant Risk / Underwriting Recommendations:**

Attachments: Copy of Stream Report.
Copy of Scope of Works.

Exhibit 28

[REDACTED]

From: [REDACTED]
Sent: Wednesday, 4 May 2011 10:44 AM
To: [REDACTED]
Subject: Re: CROWTON, Diane Cecilia - [REDACTED] Instructing
Officer: Household Claims
Attachments: Stream first report.pdf; Stream scope of works.pdf; First Report.pdf; Additional stream
report.pdf

Good morning,

Please find attached our 1st report and relevant attachments.

Regards,

[REDACTED]
Claims Support Technician

MYI Freemans Ltd
PO Box 600
DUBBO NSW 2830

P: [REDACTED]
F: [REDACTED]
E: [REDACTED]

Caution: This email is intended only for the addressee(s) and may contain material which is confidential or subject to legal privilege. If you have received this message in error, please delete it immediately and advise the sender by return email.

Exhibit 29

Date: 06/05/2011



Diane Cecilia Crowton,
[REDACTED] Cobblestone Lane,
Laidley, QLD 4341.

Dear Diane Cecilia Crowton,

RE: CLAIM AUTHORISATION NO:- [REDACTED]

Please be advised that we act on behalf of your insurer RACQ Insurance Limited, to assist in the management of your abovementioned claim.

We have been advised that this claim has been accepted by your insurer, as detailed below and in accordance with the policy conditions.

Attached are two (2) copies of the scope of works for the repairs to your property. If you are in agreeance, please sign the second copy and return to this office. Please retain the first copy for your records.

We wish to advise that the following qualified and licensed service provider has been nominated to undertake the rectification of the agreed scope of works.

Approved Service Provider

Repairer Name: New Life Restorations
Postal Address: 37 Kenilworth Place, Carindale, QLD 4152
Phone: 07 3219 1905
Fax: 07 3219 1906

Your claim will not proceed until the Stream office has received the following:

- Signed copy of the scope of works (or an email stating the acceptance of the scope of works)


Upon receipt of the necessary documentation, the builder will contact you within 2 business days to discuss the repair process. Please be advised that you may be required to complete further documentation provided by the builder before they are able to commence repairs.

Alternatively, you are welcome to make direct contact with this service provider quoting your Stream buildassist™ reference number.

Please be assured that a Stream claims team member will contact you again in the near future to ensure that this matter is progressing to your satisfaction.

Should you have any concerns, questions or complaints regarding your claim please do not hesitate to call the Stream buildassist™ claims team on: 1300 766 980 or e-mail help@streamgroup.com.au.

Regards,
Diana Pollok


Claims Team
Stream buildassist™

SCOPE OF WORK

PRELIMINARIES

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Construction Management	-	-	-	-
	(a) Inspection. Provision of supervision. Travel.	1.00	Lot	1.00	Lot
2	Inspection Report	1.00	Lot	1.00	hrs
3	Movement of furniture.	1.00	Lot	1.00	hrs

BATHROOM

2.2 x 1.8 x 2

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floor tiles	-	-	-	-
	- Light acid and clean	4.00	m2	4.00	-

LIVING AREA

5 x 4 x 1.950

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floor tiles and grout joins	-	-	-	-
	- Light acid and clean	20.00	m2	20.00	-

TOILET

1.5 x 1.5 x 2

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floors tiles and grout lines	-	-	-	-
	- Light acid and clean	3.00	m2	3.00	-

BEDROOM 1

4 x 4 x 1.950

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floors tiles and grout lines	-	-	-	-
	- Light acin and clean	20.00	m2	20.00	-

ROOM UNDER FRONT DECK

7 x 1.5 x 1.950

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floors tiles and grout joins	-	-	-	-
	- Light acid and clean	12.00	m2	12.00	-

HALLWAY

1.5 x1.5 x 1.950

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floort tiles and grout lines	-	-	-	-
	- Light acid and clean	3.00	m2	3.00	-

SCOPE OF WORK 2

PRELIMINARIES

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Construction Management	-	-	-	-
	(a) Inspection. Provision of supervision. Travel.	1.00	Lot	1.00	Lot
2	Inspection Report	1.00	Lot	1.00	hrs
3	Movement of furniture.	1.00	Lot	1.00	hrs

BATHROOM

2.2 x 1.8 x 2

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floor tiles	-	-	-	-
	- Light acid and clean	4.00	m2	4.00	-

LIVING AREA

5 x 4 x 1.950

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floor tiles and grout joins	-	-	-	-
	- Light acid and clean	20.00	m2	20.00	-

TOILET

1.5 x 1.5 x 2

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floors tiles and grout lines	-	-	-	-
	- Light acid and clean	3.00	m2	3.00	-

BEDROOM 1

4 x 4 x 1.950

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floors tiles and grout lines	-	-	-	-
	- Light acin and clean	20.00	m2	20.00	-

ROOM UNDER FRONT DECK

7 x 1.5 x 1.950

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floors tiles and grout joins	-	-	-	-
	- Light acid and clean	12.00	m2	12.00	-

HALLWAY

1.5 x1.5 x 1.950

No	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floort tiles and grout lines	-	-	-	-
	- Light acid and clean	3.00	m2	3.00	-

ACCEPTANCE OF SCOPE:**REFERENCE: E30267 / S3867****CUSTOMER : Diane Cecilia Crowton**

If you are in acceptance of this "Scope of Works", please sign this copy and return to our office:

Mail: Stream Group Aust Pty Ltd - PO Box 7128, Brendale QLD 4500
 Fax: 1300 766 982
 Email: admin@streamgroup.com.au

You may also just email Stream at the above email address noting your Reference # E30267 and your name and stating that you accept the scope of works and would like to proceed with the repairs.

Please keep the second copy for your own records.

Customer Signature:-.....

Date:-.....

Exhibit 30

[REDACTED]

From: Diana Pollok [REDACTED]
Sent: Tuesday, 10 May 2011 5:08 PM
To: cchhinbound
Subject: Our Ref :E30267-S3867 Claim Ref : [REDACTED] Client :Diane Cecilia Crowton
Attachments: 2011-05-04-16-41-25Hot_water_system_receipt_-_Crowton.pdf

Good afternoon.

The insured has sent us the attached receipt for the replacement of the hot water system. As this item was not noted by our consultant we cannot confirm the cause of it's damage.

Perhaps you could discuss with the repairer.

Regards,

Exhibit 31

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

11 May 2011

Diane & Robert Crowton
[REDACTED] Cobblestone Lane
LAIDLEY SOUTH QLD 4341

Dear Diane & Robert,

Household Insurance

Policy Number: [REDACTED]

Claim Number: [REDACTED]

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

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

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

Your home

The most we will pay for your home claims

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

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

Your contents

The most we will pay for your contents claims

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

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

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

Contents (progress payment)	\$ 5000.00
-----------------------------	------------

Total	\$ 5000.00
--------------	-------------------

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

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

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

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

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

Sincerely,

Dale
Customer Service Officer

Exhibit 32

Date: 12/05/2011



AUTHORITY TO PROCEED - ENGINEERS REPORT

TO: [REDACTED]
ATTENTION: Reid Consulting Engineers Pty Ltd
FROM: Stream Claims Team
FAX NO: 07 4639 6866
OUR REF: E30267

The following work is required to be undertaken as part of this request:

We are unable to determine what has been damaged by the storm water, and what has deteriorated due to poor construction, and prior earth movement. The downstairs built-in area of the Queenslander house has sustained minor damage, being stained tiling which we have authorised the professional cleaning of, and swollen door bases. Our consultant said the doors were odds bought at auction, and owing to the odd shape have had frames built around to allow for this, that they were installed too close to the ground and were not sealed at the bottom, and this is why they've swelled. The insured says ground movement is the cause for the out of plumb rooms and doors.

There is also exterior patio tiling which has come loose, and our consultant says this is because of faulty workmanship, having used the wrong type of glue and on an uneven base. The insured says the earth movement caused this.

We need to advise the insurer on the following:

- how long has this earth movement been going on, and can the flood waters of early this year have caused the earth movement that's resulted in damage claimed? There has been past flooding of the dwelling, a creek is approx 60 metres away, lay of land directs water flow toward house, apparently there is little or no drainage that complies with council/building requirements.
- in order to bring the dwelling up to acceptable building standards, what works are required? This is for the insurer to consider before offering renewal of the policy.
- two scopes of works: one to repair damage leaving building as is, and one to repair including rectification works required in order to bring building up to current building standard requirements.

Inspection of the insured address including:

- Confirmation of the structural integrity of the property
- Outline any issues with the property including maintenance, building defects and any other information relevant to the claim
- Confirmation of the cause of the damage to the property
- List of works required for rectification of the property and to bring into line with current and relevant building code

You are required to submit a detailed report including the findings from your inspection.

Customer Details

INSURED : Diane Cecilia Crowton

ADDRESS : [REDACTED] Cobblestone Lane Laidley, QLD 4341
CONTACT NO : [REDACTED]
INSURANCE CO : RACQ Insurance Limited
CLAIM NUMBER : [REDACTED]

CONDITIONS OF AUTHORITY

- The customer is to be called within **1 business day** to arrange an appointment.
- Attendance to the above address, providing us with a detailed report of your findings within **5 business days**.
- Please advise the customer of your findings including the results of any tests completed at their property.

Please issue your invoice, including our reference number, in the name of Stream Buildassist, and e-mail to accounts@streamgroup.com.au. Alternatively, please fax your invoice to 1300 766 982.

Can you please provide a report based on your inspection including all findings. Please ensure you forward it to admin@streamgroup.com.au as a separate document to your invoice.

Your invoice will not be paid if the report details are included on the tax invoice.

Authorised by:
Diana Pollok

[REDACTED]
Stream buildassist Claims Team

IMPORTANT: The contents of this email (incl attachments) may be privileged and confidential. Any un-authorised use of the contents is expressly prohibited. If you have received the document in error, please advise us by telephone (reverse charges) and then delete the email.

Exhibit 33

116.

To DIANA Pollok

FROM DIANE CROWTON

CLAIM N° [REDACTED]

Diane please accept my apologies first, for the lateness of this letter and secondly for accidentally writing on the back of the enclosed 'Scope of Work' sheet.

I have tried to fix it but fear I have made it worse.

If the enclosed sheet is unacceptable and we need to start again, I will do my very best to get the signed letter back to you as quickly as is possible.

[REDACTED] 18 | 5 | 11

ROOM UNDER FRONT DECK

7 x 1.5 x 1.950

No.	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling				
	(a) Floor tiles and grout joints				
	- Light acid and clean	12.00	m2	12.00	-

HALLWAY

1.5 x 1.5 x 1.950

No.	ITEM NAME	MATERIALS		LABOUR	
		QTY	UNIT	QTY	UNIT
1	Tiling	-	-	-	-
	(a) Floor tiles and grout joints	-	-	-	-
	- Light acid and clean	3.00	m2	3.00	-

ACCEPTANCE OF SCOPE:**REFERENCE:****CUSTOMER :** Diane Cecilia Crowton

If you are in acceptance of this "Scope of Works", please sign this copy and return to our office:

Mail: Stream Group Aust Pty Ltd - PO Box 7128, Brendale QLD 4500
Fax: 1300 766 982
Email: admin@streamgroup.com.au

You may also just email Stream at the above email address noting your Reference # E30267 and your name and stating that you accept the scope of works and would like to proceed with the repairs.

Please keep the second copy for your own records.

Customer Signature:-.....

Date:-.....

I have been made aware that this is only the beginning of repairs needed to be done to this property as a result of flood damage.

Exhibit 34

FINAL PAYMENT REPORT NO.THREE

Client	RACQ Insurance Brisbane PO Box 3004 LOGAN CITY QLD 4114	Report Date	23 May 2011
Claims Officer	Household Claims	Claim Reference	
MYIF Assessor	Gold Coast Claims Unit	MYIF Reference	TO028969GCU.rct
MYIF Case Contact		MYIF Contact Phone	

CLAIMANT DETAILS

Claimant Name	CROWTON, Diane Cecilia
Postal Address	Cobblestone Lane LAIDLEY QLD 4341

UPDATE / COMMENTS

Further to our report dated 4th May 2011, please find attached Property Loss Schedule in the amount of \$8,314.85. In order to finalise this claim, we recommend settlement by way of a cash payment to the Insured in the amount of \$8,314.85, this figure being net of the \$300.00 policy excess.

Should you concur with our recommendation, payment is now recommended as detailed below.

AS this finalises our involvement in this matter, we are closing our file.

RESERVE

Policy Section	Reserve	Payments to Date	Outstanding Reserve
Building	\$1,867.80	\$0.00	\$1,867.80
Contents	\$8,614.85	\$8,614.85	\$0.00
Total Claim	\$10,482.65	\$8,614.85	\$1,867.80
Excess applied	\$300.00		
Total Claim less Excess	\$10,182.65	\$8,314.85	\$1,867.80
Management Fee	\$764.50	\$764.50	
Total Reserve	\$10,947.15	\$9,079.35	\$1,867.80

MYI Freemans Ltd

Gold Coast Branch: Ground Floor 109 Upton Street Bundall QLD 4217 PO Box 5382 GCMC QLD 9726

Tel: 07 5574 0740 Fax: 07 5574 0000 Email: goldcoast@myifreemans.com.au

Web: www.myifreemans.com.au

ABN: 86 111 653 386

**RECOMMENDED PAYMENTS**

Payee & Postal Address	ABN	Tax Invoice Number	Invoice Valid Y/N	Policy Section	Excess Deducted Y/N	Amount Payable
Diane Crowton Cobblestone Lane Laidley QLD 4341	N/A	N/A	N/A	Contents	Y	\$8,314.85

NEXT STEPS

Insured	Liaise with Stream
MYIF – Next Report	Nil
Your Office:	Await invoice from Stream Process payment Close File

MYIFREEMANS LTD**Gold Coast Claims Unit**

Email: goldcoast@myifreemans.com.au

Attachments: Property Loss Schedule

Exhibit 35

PROPERTY LOSS SCHEDULE - FOR USE WITH ALL CONTENTS LOSSES

RACQI Claim Number: [REDACTED]

Date of Loss: 10 January 2010

Customer Name: Diane Cecilia Crowton

Item No.	Description of Item (Make/Model)	Serial No.	Age	Purchased From	New or S/H	Purchase Price	Proof of Ownership	Current Replacement Cost	Settlement RACQI Use Only
1	2 x Bedside Tables						Sighted	\$195.00	
2	6 Draw chest			Amart		\$239.00	Sighted	\$239.95	
3	2 x Laundry Cupboards @\$150			Fantastic Furn		300.00	Sighted	\$298.00	
4	Desk, File Cabinet, Bookcase			Officeworks		399.00	Sighted	\$398.00	
5	Recliner Chair			Amart Furniture		399.00	Sighted	\$399.95	
6	Lounge Suite			Amart Furniture		699.00	Sighted	\$699.95	
7	T.V Unit			Fantastic Furniture		299.00	Sighted	\$299.00	
8	Small table & Chairs					180.00	Sighted	\$180.00	
9	3 x Cane Chairs					240.00	Sighted	\$240.00	
10	3 x 10Lite Doors @\$225.00 each			Doors Galore		675.00	Sighted	\$675.00	
11	Large Cane Coffee Table					199.00	Sighted	\$199.00	
12	Bread Machine					180.00	Sighted	\$180.00	
12	4 x Cotton mats @\$20.00 each					80.00	Sighted	\$80.00	
13	Woven Floor Rug small					180.00	Sighted	\$180.00	
14	Woven Floor Rug large					240.00	Sighted	\$240.00	
15	2 x Feather pillows					32.00	Sighted	\$32.00	
16	Up rite Floor Scrubber			Cleanfreak		360.00	Sighted	\$399.00	
17	2 x Small Fans @\$20.00 each					40.00	Sighted	\$40.00	
18	Cane Laundry Basket					40.00	Sighted	\$40.00	
19	Lamp Shade small					30.00	Sighted	\$30.00	
20	Lamp Shade Large					147.00	Sighted	\$147.00	

PROPERTY LOSS SCHEDULE - FOR USE WITH ALL CONTENTS LOSSES

RACQI Claim Number: [REDACTED]

Date of Loss: 10 January 2010

Customer Name: Diane Cecilia Crowton

Item No.	Description of Item (Make/Model)	Serial No.	Age	Purchased From	New or S/H	Purchase Price	Proof of Ownership	Current Replacement Cost	Settlement RACQI Use Only
21	Small Coffee table					35.00	Sighted	\$35.00	
22	Large Framed Picture					50.00	Sighted	50.00	
	2 x King Feather doonas @ \$200			Pillow Talk		400.00	Sighted	400.00	
	Queen feather doona @ \$150			Pillow Talk		150.00	Sighted	150.00	
	1 x set King flannel sheets @ \$80			Pillow Talk		80.00	Sighted	80.00	
	8 x Bath Sheets					216.00	Sighted	216.00	
	12 X Bath towels					144.00	Sighted	144.00	
	2 x bath mats					32.00	Sighted	32.00	
	1 Queen blanket					40.00	Sighted	40.00	
	4 x King flat sheets @ \$38 each					152.00	Sighted	152.00	
	2 x Queen flat sheets @\$32 each					64.00	Sighted	64.00	
	2 x lounge throws					40.00	Sighted	40.00	

PROPERTY LOSS SCHEDULE - FOR USE WITH ALL CONTENTS LOSSES

RACQI Claim Number: [REDACTED]

Date of Loss: 10 January 2010

Customer Name: Diane Cecilia Crowton

Item No.	Description of Item (Make/Model)	Serial No.	Age	Purchased From	New or S/H	Purchase Price	Proof of Ownership	Current Replacement Cost	Settlement RACQI Use Only
	Books					50.00	Sighted	50.00	
	wheel chair			Evocare Aust P/L		543.00	Sighted	593.00	
	Dressing Table					150.00	Sighted	150.00	
	Laundry pump (as per receipt) HT100-PM					257.00	Sighted	257.00	
	small bathroom vanity			Bunnings		200.00	Sighted	200.00	
	Repair/replace Cardio Tech Treadmill			Onsite Electrical			Sighted	770.00	
	Sub Total							\$8,614.85	
	Less Policy excess							\$300.00	
	Settlement Amount							\$8,314.85	

Exhibit 36

[REDACTED]

From: [REDACTED]
Sent: Monday, 23 May 2011 3:58 PM
To: [REDACTED]
Subject: Re: CROWTON, Diane Cecilia [REDACTED] Instructing
Officer: Household Claims
Attachments: Property Loss Schedule.pdf; Final Payt Report no Three.pdf

[REDACTED]
Claims Support

MYIFreemans Ltd
Ground Floor 109 Upton Street Bundall Qld 4217
Bundall QLD 4217
Ph: [REDACTED]
Em: [REDACTED]

Caution: This email is intended only for the addressee(s) and may contain material which is confidential or subject to legal privilege. If you have received this message in error, please delete it immediately and advise the sender by return email.

Exhibit 37



REID
CONSULTING
ENGINEERS
PTY LTD

ABN 77 096 964 493

106 Herries Street Toowoomba Qld 4350
Postal Address PO Box 614 Toowoomba Qld 4350
Director [REDACTED]
Associates [REDACTED]

Telephone 07 4639 2800
Facsimile 07 4639 6866
Mobile [REDACTED]

Internet email www.reidconsulting.com.au
mail@reidconsulting.com.au

31 May 2011
Ref No. 13266

Stream Group Australia Pty Ltd
PO Box 7128
BRENDALE QLD 4500

Attention: Diana Pollok
Via email: admin@streamgroup.com.au

Dear Ms Pollok,

**RE: INSPECTION AND REPORT at [REDACTED] COBBLESTONE LANE,
LAIDLEY.**

INSURANCE COMPANY: **RACQ INSURANCE LIMITED**
CLAIM No: [REDACTED]
STREAM REFERENCE: [REDACTED]
CLIENT NAME: **DIANE CECILIA CROWTON**

1.00 INTRODUCTION

- 1.01 This report has been prepared at the request of Stream Buildassist for the purpose of providing advice in regard to the building movements and damage which have been reported to have occurred to this building.
- 1.02 This firms' appraisals were undertaken by our [REDACTED] who is an experienced structural and geotechnical engineer with extensive experience in the fields of building movement evaluation, stabilisation and repair. Mr Reids' site visit was undertaken on the 26 May 2011.
- 1.03 This building is of "light-weight" timber framed construction and is understood to have been a *removal house* which was transported to this site from a previous location.

The building is of timber framed construction, is clad with timber chamfer boards, has a metal clad roof and appears to be generally supported on a concrete slab system and a series of isolated concrete stumps. (The owner advised that the house is thought to have been transported to this property in the 1960's).

2.00 WORK UNDERTAKEN DURING THE PREPARATION OF THIS REPORT

2.01 The following work was undertaken during the preparation of this report:-

- i) An appraisal throughout the lower level of the building in order to identify any signs of adverse movement and damage.
- ii) An evaluation in regard to the general site maintenance conditions around the outside of the building.
- iii) A detailed appraisal in regard to the likely causes which have resulted in doors becoming hard to open.
- iv) An appraisal in regard to the likely causes cracking to the tiles in the patio area.
- v) An interview with the building owner during which time the various issues which are recorded in this report were explained and discussed.

3.00 INFORMATION PROVIDED BY THE BUILDING OWNER

3.01 The following information was provided by Mrs Diane Crowton during Mr Reids' site visit:-

- i) Mrs Crowton has occupied the property for around seven (7) years.
- ii) That during storm activity water frequently ponds near the building and has in the past collected in the tiled patio area.
- iii) A plastic sump pit has recently been installed in this region with a "pump-out" system to collect this stormwater and to enable it to be pumped away.
- iv) That she has no knowledge of when the "sub-floor" space was enclosed. This work had been completed prior to the purchase of the property.
- v) That her husband has trimmed the bottom of some doors which are previously understood to have jammed.
- vi) That during the storm activity of January 2011 stormwater entered the subfloor area for a period of around one to two (1-2) hours before the flood waters receded and drained away.
- vii) Stormwater did pond around low lying areas adjacent to the house for a further period of one to two (1-2) days.

4.00 ASSESSMENT IN REGARD TO THE CAUSE OF MOVEMENTS

- 4.01 This building is situated on a site which comprises highly or extremely highly reactive clay soils. Such materials may be expected to be the subject of *Shrink-Swell* effects as the result of moisture changes with the soils.
- 4.02 It would appear that this structure was initially placed on concrete stumps as a free standing single story building and that the understorey regions were enclosed at some later date. We are confident of this assessment because the head clearances are significantly below those which would have been required to provide the minimum legal "head room". (At the time of construction eight foot (8ft) high ceilings would have been required (i.e. 2440mm high). Ceiling heights in the sub-floor area are in the range of 2000mm to 2100mm high which is below legal height. This observation indicates that the construction work to enclose the subfloor space that was almost certainly undertaken without the necessary Council Building Approvals and that it therefore does not constitute legal building work).
- 4.03 The floor system to the lower level area comprises what would appear to be a thin unstiffened concrete slab. This slab system has been constructed utilising a series of construction joints, some of which are apparent and display differential lateral movement.

The ground floor slab has moved significantly out of level. The distortion of these floor slabs is considered to have occurred over a long period of time and to be the inevitable result of building on a slab system which was never suitable for the purpose of supporting walls etc. and is not capable of protecting the building from the differential movement effects of the expansive clay soils.

- 4.04 We consider that the significant movement which is apparent on the concrete floor system is related to long term movement effects. We would be doubtful whether the storm activity of January 2011 has had any significant contributory effect by comparison to the long term soil moisture related movements which would almost certainly been present for many years. (The owner did not raise the obvious misalignments on the floor surface as an issue which has recently occurred).
- 4.05 Although it is possible that doors did jamb slightly as the result of foundation movements induced by the flood waters it is also significant to note that the slab system is inadequate and is not capable of resisting such movements or preventing such effects.

At the time of our inspection we assessed that the doors were in generally poor condition, and that only minor planing was required to free one door and to reinstate it to the condition which was previously present prior to the flooding event.

It is also noted that the doors in question are all second hand items which have not been installed or maintained in a manner which will seal out moisture in the normal manner.

4.06 An assessment of the tiled patio area revealed that generally the tiled surface is in relatively good condition. We understand that it has been suggested that all of the tiles need to be removed and replaced. We do not consider that this work is necessary for the following reasons:-

- i) Because the **only** tile breakages have occurred along the line of "orange" tiles which are recorded on Photograph No. 3. Mr Reid removed one of these tiles to investigate the cause of this localised damage and ascertained that the line of "orange" tiles has been laid over a construction joint in the slab. This represents faulty construction practice.
- ii) The correct procedure when laying tiles over such a joint would have been to install a "tile expansion joint" directly above the location of the joint in the slabs. The correct procedure can still be undertaken and would involve only nominal work to remove and replace the orange tiles. The fact that the existing tiles along this line are of a contrasting colour makes replacement and selection of new tiles relatively easy.
- iii) Some of the cream coloured tiles have lost adhesion to the underlying concrete, but have not cracked. This occurrence is almost certainly related to a failure at the time of tile placement to have installed appropriate expansion control in the surface and possibly due to poor workmanship in regard to the gluing. Never-the-less repair work should simply require re-gluing the tiles (if they can be removed without breakage)

Regardless of remedial procedures there is no lack of serviceability due to the occurrence of drummy tiles and it is considered that this occurrence is relatively "normal" for tiled surface of this nature with poor site drainage which allows water to run in and to cause tile expansion.

Very bad drainage occurs in this region which introduces free water to the area. The flood event may have contributed to the loss of adhesion to some tiles, but numerous other factors are likely to have had a more significant effect.

4.07 The ground surface drainage which is situated around the exterior of this building is particularly poor and the stormwater is not directed away from the building. It is almost certain that this situation has exacerbated the inevitable soil moisture related building movements.

5.00 WORK REQUIRED TO BRING THE BUILDING INTO LINE WITH "ACCEPTABLE BUILDING STANDARDS"

5.01 It is a requirement of this report to provide advice in regard to the following "scopes of work" :-

- i) Repair the damage leaving the building as it is and;
- ii) Repair the building including the rectification works required to bring the building up to current standards.

5.02 It is considered that only nominal work is required to rectify any damage which may have occurred to the damaged tiles and to the doors as the possible result of moisture inundation due to flood waters. (As previously pointed out it is debatable whether any significant contribution from the flooding event occurred to these items). The following "Scope of Work" as recommended:-

- i) Plane the bottom of one door.
- ii) Replace isolated tiles on the verandah slab along the line of construction joint in the slab where damage has occurred.

This work should simply involve gluing new tiles to the existing concrete with a 10mm wide expansion joint filled with flexible material placed along the line of the original construction joint. (The location where this work is required is indicated on Photograph Nos. 3 and 4).

- iii) Undertake any other work in regard to separate issues which may have been previously identified by others and which are outside the scope of this firms' current commission.

5.03 The following "scope of works" would be required to bring the building into compliance with current Australian Standard Codes of practice and to enable a situation to be established whereby reasonable future structural performance may be expected:-

- i) Demolish all building work between the underside of the original floor and ground level.
- ii) Relocate the house to one side of its existing location in order to provide sufficient headroom and clearance to complete the new works which are described below.
- iii) Place *compacted fill materials* over the proposed building area. In order to elevate the floor level to a sufficient height which will enable the ground surfaces around the outside of the building to be graded away from the house in an appropriate manner. (To comply with current statutory site drainage standards).
- iv) Construct a new reinforced concrete "floating-raft" slab foundation system beneath the footprint of the house. This work would involve the provision of an *engineer designed foundation system* with heavy reinforced concrete beams crossing the building footprint from one side to the other in order to provide sufficient stiffness and strength to enable the building to cater for future soil moisture related foundation movements.
- v) Replace a plumbing
- vi) Remove all large trees which are situated 1.5 times their height from the building. (the presence of such trees are contrary to current building requirements and would in all probability give rise to adverse soil moisture related movement effects with the new foundation system).

- vii) Reposition the original house over the new reinforced concrete foundation system at a height which will enable the lower level to be reconstructed at a legal building height. (i.e current standards require 2400mm current clearance from floor to ceiling).
- viii) The construction work should take into consideration all relevant new building by-law requirements and (amongst all other issues) would also involve termite proofing, structural framing designs (using engineer solutions), the provision of structural tie-down and bracing, and the provision of appropriate moisture seals around windows and doors.

Report compiled by



BE (Hons1) M.I.E.Aust, R.P.E.Q., CP.Eng, N.P.E.R.3

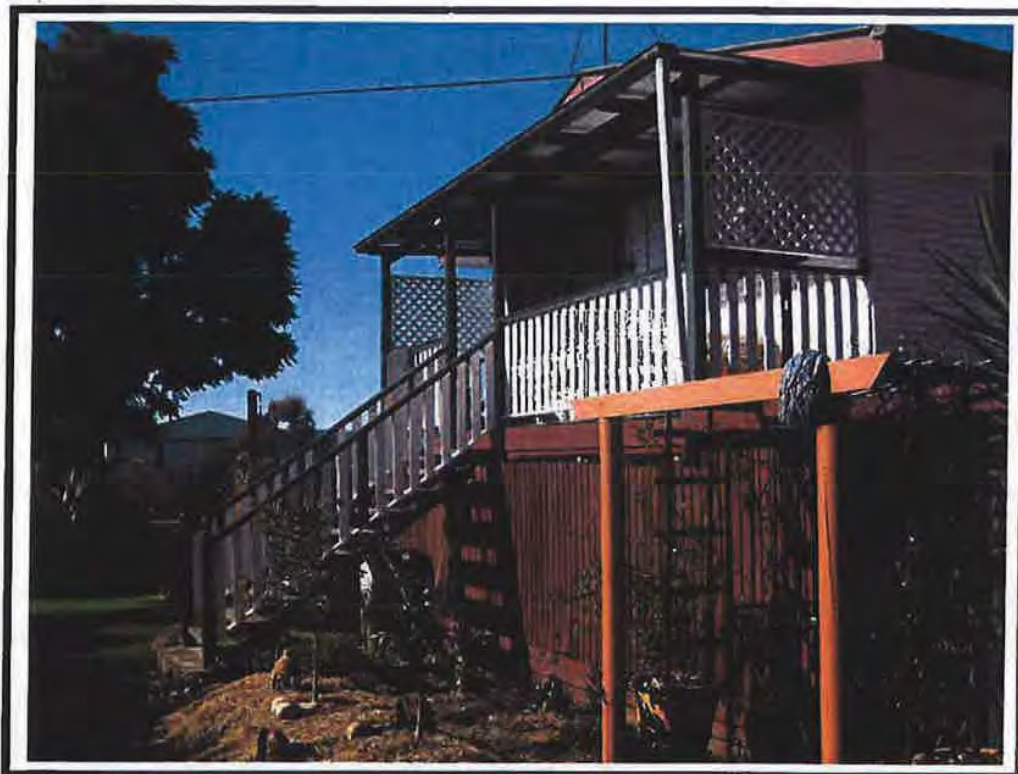
ATTACHMENTS:

- Photographic Records (11 Pages)



Photograph No.1

Front View of house (Viewed from the front left hand side – house is of elevated construction and has been enclosed under).



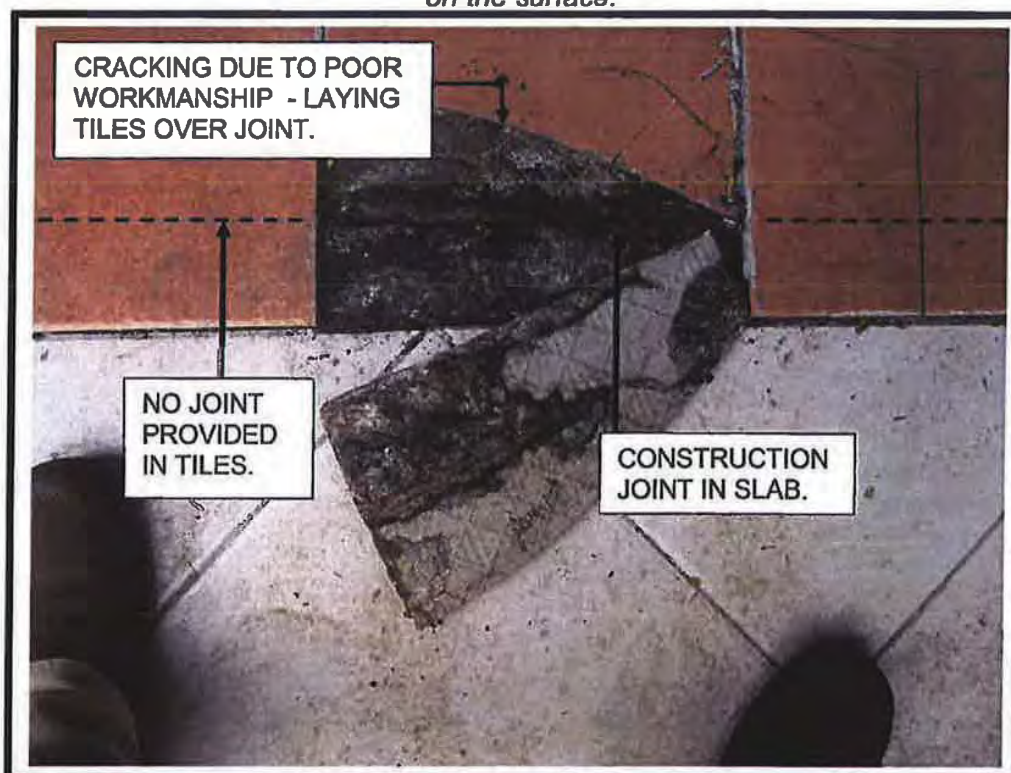
Photograph No.2

Front view of house as viewed from the front right. (Note poor drainage to the front of the house).



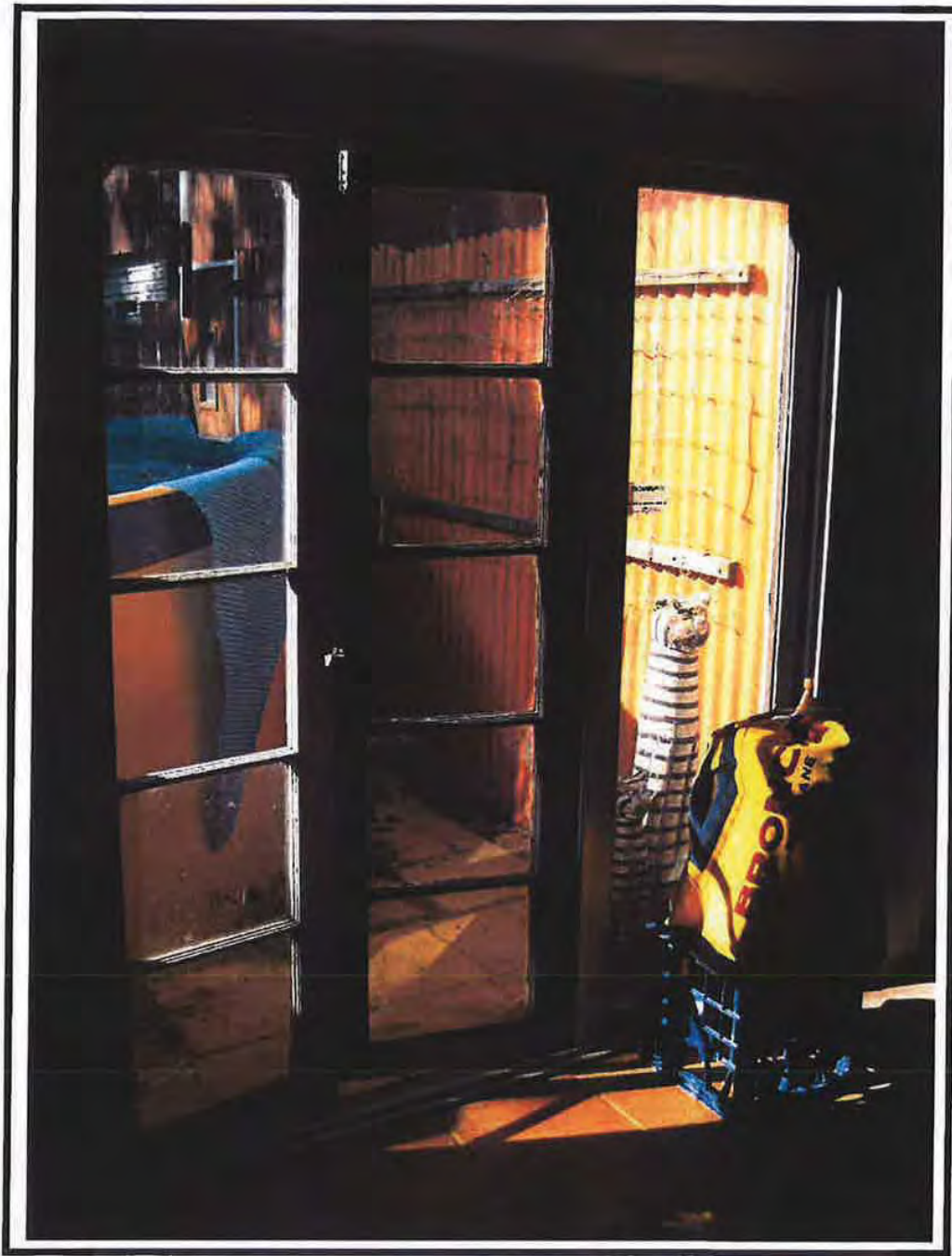
Photograph No.3

The tiled outside living area. The coloured strip through the middle is situated over a construction joint in the slab and is the only damaged region on the surface.



Photograph No.4

Cracking under the orange tiles approximately half way across the width of the tiled area has occurred due to inappropriate construction techniques which did not allow for the presence of the construction joint under.



Photograph No.5

The doors which provide egress to the above ground swimming pool. Note the doors are closed, although slightly stiff at the bottom.



Photograph No.6

Minor crack at the top left hand corner at the glass side light. There is no evidence or reason to suggest that this crack is retained to the flooding event.



Photograph No.7

Doors referred to in Photograph No. 5 as viewed from the outside. Note these doors are able to close and open reasonably well but have not been completed and have no door handles, have no door seals and the putty around the glass is poorly maintained (Refer Photograph No. 8).



Photograph No.8

Movement and damage to the timber door near the bottom left hand corner – as viewed from the outside. Note lack of maintenance has allowed moisture to enter into the timber frame work and a loss of putty has occurred.



Photograph No.9

*The doors which provide egress to the outside to the downstairs bedroom.
The left hand leaf opens freely, the right hand leaf is jammed shut.*



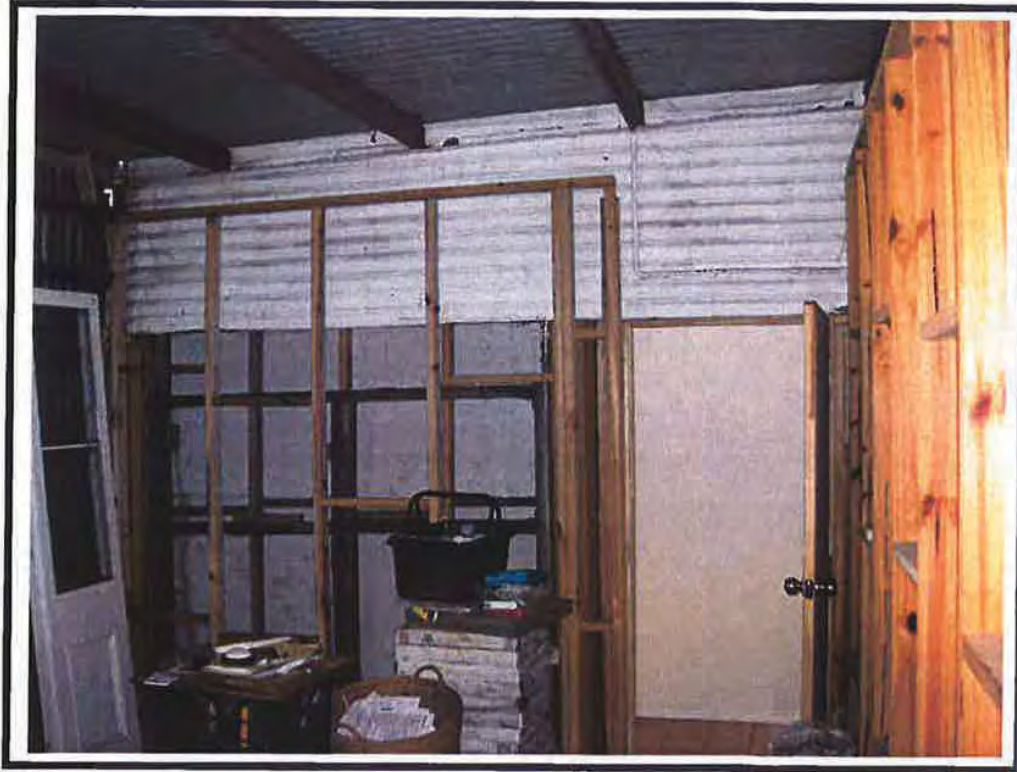
Photograph No.10

The bottom of the right hand leaf to the downstairs bedroom door. Note poor construction techniques have not adequately secured the door sill to the floor and there is no adequate support below the sill. Poor workmanship is the cause of the problems.



Photograph No.11

The door to the downstairs bedroom as referred to in the two previous photographs has not been sealed. The bathroom door to the ensuite off the downstairs bedroom is understood to have jammed previously (has now been planed) Note cracking in floor slab is due to the inappropriate construction techniques adopted at the time when this building work was completed.



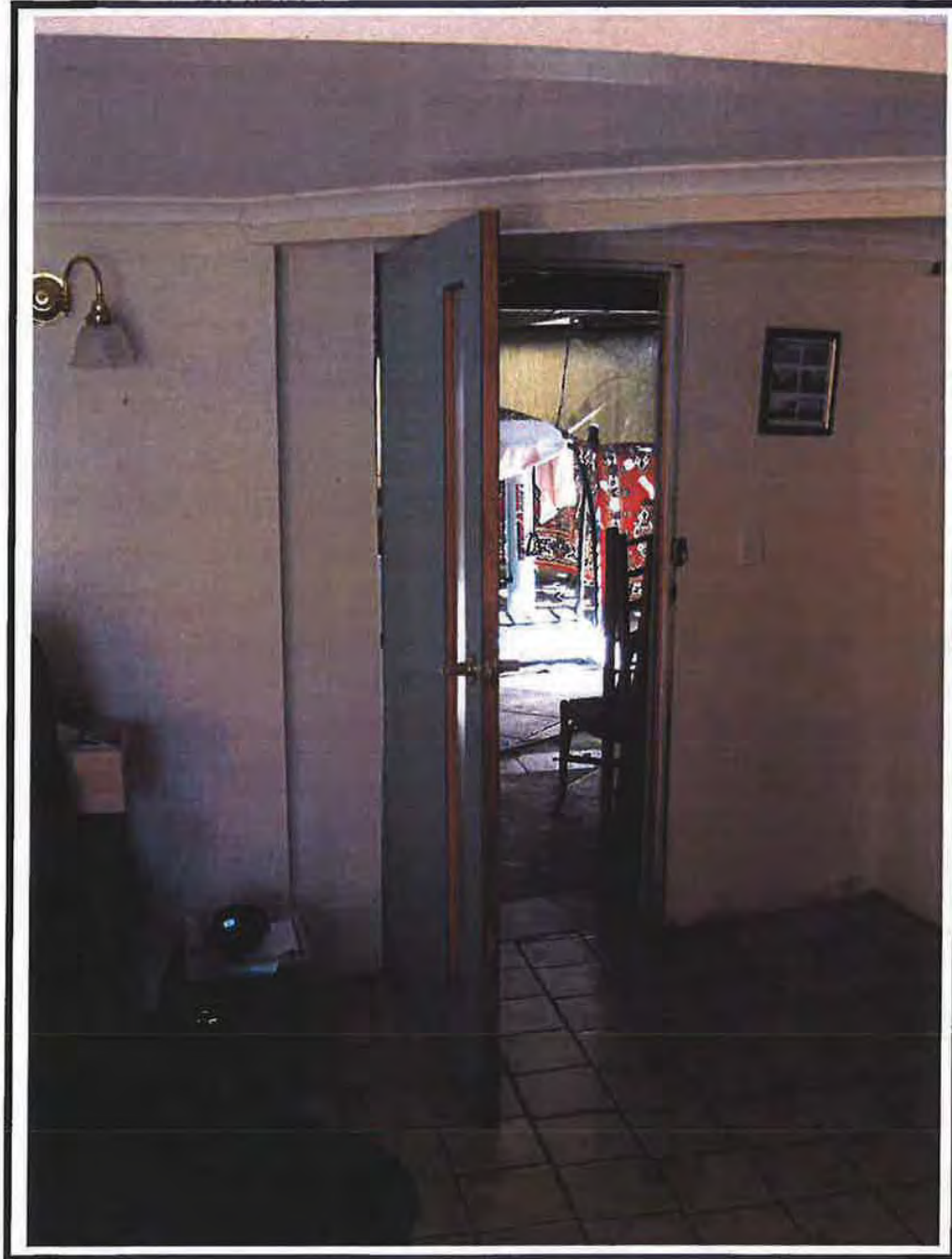
Photograph No.12

Downstairs work under construction. Note this photograph is provided for information only and is not associated with the insurance claim. Almost certainly indicates the process of more "unapproved" work in progress.



Photograph No.13

Edge of tiled surface to the downstairs area. Note a separation/ construction joint occurs along the edge of the tiles. This is indicative of poor construction practice at the time of construction for slab systems on highly reactive clay soil sites .



Photograph No.14

The door which provides egress from the downstairs utility room back to the tiled patio slab. Note the door is of standard or approximately less than standard height and the ceiling height is tight to the top of the door. I.e. The downstairs area is below legal building heights indicating probable lack of appropriate building approvals etc.



Photograph No.15

Damaged and misaligned slab panels outside the door from the downstairs bedroom to the exterior. Also note the bottom of the door was misaligned due to what I consider to be long term soil related building movements.



Photograph No.16

A sump pit has been constructed in the corner of the patio slab in order to collect the water which runs under this area during storms. This is related to correction of poor site drainage issues and is a far less than ideal site maintenance situation.

Exhibit 38



REID
CONSULTING
ENGINEERS
PTY LTD

**Consulting Engineers, Project Managers
and Designers**

Address: PO Box 614 Toowoomba Qld. 4350
ABN: 77 096 964 493

Ph: 07 4639 2800
Fax: 07 4639 6866

Tax Invoice

Invoice To Stream Group Aust Pty Ltd PO Box 7128 BRENDALD QLD 4500	Date 31/05/2011 Job No. 13266-a Client: Crowton Ref No. [REDACTED]
--	---

Description	Amount
Re [REDACTED] Cobblestone Lane, Laidley <i>Professional Fee to visit site, undertake site inspection and appraisals, to interview building owner, assess all relevant factors and to prepare report to address the issues raised in letter of commission, including travel costs to and from site.</i>	\$1,270.00
des	
Payment within 14 days please.	
SubTotal	\$1,270.00
GST Total	\$127.00
TOTAL	\$1,397.00

EFT Payment Details:

Account Name: Reid Consulting Engineers Pty Ltd
Bank: Suncorp Metway - BSB 484-799
Account No. [REDACTED]

Please reference this No. when prompted **13266-a**

(Please advise us of EFT transfers by fax, phone or email - accounts@reidconsulting.com.au)

REMITTANCE SLIP - Please Return With Payment

Reference Number: 13266-a
Date of Invoice: 31/05/2011

Please Pay This Amount **\$1,397.00**
Pay By **14/06/2011**

Stream Group Aust Pty Ltd

Reid Consulting Engineers Pty Ltd
PO Box 614
Toowoomba, Qld 4350
ABN: 77 096 964 493

Exhibit 39

Stream Group Aust Pty Ltd



A.B.N. 90 128 027 501

**PO Box 7128
BRENDALE
QLD 4500**

Ph: 1300 766 980 Fax: 1300 766 982
E-mail: admin@streamgroup.com.au

Tax Invoice

RACQ Specialists RACQ Insurance Limited P O Box 3004 Logan City Qld 4114 ABN: 50 009 704 152	Invoice #:  Date: 31/05/2011 Page: 1 Your Ref: 
---	--

Details	Total (inc-GST)
Specialist Professional Fee - Engineers Report  Diane Cecilia Crowton Ref 	\$1,536.70

Subtotal:	\$1,536.70
GST:	\$139.70
Total (inc-GST):	\$1,536.70
Paid to Date:	\$0.00
Balance Due:	\$1,536.70

How to pay

By Direct Debit



Account Name: Stream Group Aust Pty Ltd

By Mail

Detach this section and mail your cheque to...

Stream Group Aust Pty Ltd

PO Box 7128
BRENDALE QLD 4500

Invoice #: **00040916** Amount Due: **\$1,536.70**

Exhibit 40

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

2 June 2011

Mr R M & Mrs D C Crowton
[REDACTED] Cobblestone Lane
LAIDLEY QLD 4341

Dear Mr & Mrs Crowton,

Household Insurance

Policy Number: [REDACTED]

Claim Number: [REDACTED]

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

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

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

Your home

The most we will pay for your home claims

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

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

Your contents

The most we will pay for your contents claims

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

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

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

Contents settlement	\$ 8614.85
Less advance payment	\$ 5000.00
Repairs to hot water system	\$ 412.00
Less excess	\$ 300.00
Total	\$ 3726.85

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

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

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

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

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

Sincerely,

A black rectangular box redacting the signature of the Customer Service Officer.

Customer Service Officer

Exhibit 41

[REDACTED]

From: [REDACTED]
Sent: Tuesday, 7 June 2011 9:51 AM
To: [REDACTED]
Subject: Tax Invoice: [REDACTED]
Attachments: 2011-06-07-09-50-09Inv00040916_Diane_Cecilia_Crowton_Ref_E30267.pdf

Dear Claims Team,

STREAM REF: E30267
CLIENT REF: [REDACTED]

We refer you to the above mentioned matter.

Please find attached our tax invoice(s) for your consideration.

Kind regards,

Stream BuildAssist™
Finance Team

Exhibit 42

Engineer's report

To : RACQ Insurance Limited
Attn : Claims Officer
Delivery : stream@myifreemans.com.au
 stream@myifreemans.com.au

Date : 09/06/2011

Claim Ref : [REDACTED]

Stream Ref: [REDACTED]

Consultant : [REDACTED]

RESPONSE DETAILS

Date of Instructions : 15/02/2011
First Contact With Insured : 15/02/2011
Date of Inspection : 01/04/2011

CLAIM DETAILS

Date of Loss : 10/01/2011
Insured Name : Diane Cecilia Crowton
Situation of Loss : [REDACTED] Cobblestone Lane
 Laidley 4341

Policy No :
Policy Type :
Inception : 00/00/0000
Excess : \$300.00

SUMS INSURED & RESERVE

Sums Insured

Building: \$189,000.00 **Contents:** \$42,000.00 **Other:** \$0.00

Reserve

	Previous Reserve	Current Reserve	Previous Payment	Payments This Report	Outstanding Reserve
Building	1,867.80	1,451.90	-	-	1,451.90
Contents	-	-	-	-	0.00
Other	-	-	-	-	0.00
Professional Fees	-	-	-	-	0.00
Sub Total	1,867.80	1,451.90	-	-	1,451.90
Less Excess	300.00	300.00	-	-	300.00
Totals	1,567.80	1,151.90	0.00	0.00	1,151.90

CLAIM DETAILS

Further Developments

On your authorisation, we engaged an engineer to address areas considered by the insured to be the result of the recent storm activity. We attach a copy of the engineer's report for your reference, to provide full details of causation.

The engineer's findings confirm our consultant's original advice, that the damage relating to the doors and patio tiles are a combination of:

- poor workmanship and faulty construction;
- long term soil and slab movement, certainly pre-dating the claimed storm event;
- inadequate drainage.

We submit this report with the recommendation that a formal denial letter be sent to the insured, as we believe she will dispute these findings.

General Comments

We also suggest your underwriting department be made aware of the building's structural condition with regard to not complying with legal requirements, and also with regard to the likelihood of continual water ingress.

NEXT ACTION

Insured:	Await your further advice.
Stream:	Continue with claim management with regard to the acid cleaning of the floor tiles that have been authorised by yourselves.
Your Office:	Action in due course with regard to the engineer's findings.

Diana Pollok

Stream BuildAssist Claims Team.
Phone: 1300 766 980
Fax: 1300 766 982
Email: help@streamgroup.com.au

Exhibit 43

[REDACTED]

From: Diana Pollok [REDACTED]
Sent: Thursday, 9 June 2011 10:52 AM
To: [REDACTED]
Subject: YOUR REF [REDACTED]
Attachments: 2011-06-02-08-45-3830267.pdf; Subsequent_Report_31012_59085.pdf

Dear Claims Team,

STREAM REF: [REDACTED]
CLIENT REF: [REDACTED]

We refer you to the abovementioned matter.

Please find attached our report for your consideration.

Kind regards,

Stream buildassist™
Claims Team

Exhibit 44

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

14/06/2011

Mr R M & Mrs D C Crowton
[REDACTED] Cobblestone Lane
LAIDLEY SOUTH QLD 4341

Dear Mr & Mrs Crowton,

Household Insurance

Policy number: [REDACTED]

Loss Date: [REDACTED]

Claim Number: [REDACTED]

Our inquiries in relation to your claim are now complete. Stream Buildassist engaged an engineer, Reid Consulting Engineers Pty Ltd, to provide causation of the damage relating to the doors and patio tiles.

The engineer's report (copy enclosed) provides full details of causation and confirms that the damage relating to the doors and patio tiles are a combination of:

- Poor workmanship and faulty construction;
- Long term soil and slab movement, certainly pre-dating the claimed storm event;
- Inadequate drainage.

We refer you to your Household Insurance Policy Product Disclosure Statement RHHB2 10/09, page 60, which states in part:

When you are not covered - general exclusions

Exclusions	When you are not covered
defective or faulty workmanship	× the inherent defect or defective or faulty workmanship, design or manufacture.
erosion, landslide	× erosion, landslide, subsidence, earth movement (except earthquake), earth shrinkage or expansion no matter how caused.

As the damage sustained to the doors and patio tiles has not occurred from an insured event under the policy, it is on this basis that we must advise that this portion of your claim is not one for acceptance.

If you are dissatisfied with the position we have taken in relation to this matter, RACQ Insurance has an appeal process that we would like you to be aware of.

Enclosed is a Customer Information Sheet outlining this process should you wish to dispute our decision.

Please read the Customer Information Sheet carefully to ensure your claim complies with the requirements determined by the external dispute resolution service.

If you have any questions or need more information please call us on 137 202.

Sincerely,



Customer Service Officer

Exhibit 45

Our Ref: MAF(flood):1203115
Date: Wednesday, 20 July 2011

Contact:
Telephone:
Facsimile:
E-mail:

The Manager
Internal Dispute Resolution
Customer Disputes Resolution Department
RACQ Insurance
Email: racqidisputeresolution@racqi.com.au

Dear Colleague

Diane Crowton – Claim No

The Civil Justice (consumer protection) unit at Legal Aid Queensland acts for the abovenamed for the purpose of preparing a submission to support a review of 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.

Our client formally now requests that the decision to refuse insurance be reviewed. We anticipate being in a position to forward further information and/or reasons to support this request within the next three weeks.

In the meantime, would you be so kind as to provide copies of any evidence, hydrology and client information that you have used to determine this claim. Please find enclosed our client's Authority.

In particular, we would appreciate a transcript of our client's proposal for insurance and record of this claim (if you have one) and a transcript of any discussion with our client or agent upon which you rely to support the decision you have made.

Yours sincerely,

Legal Aid Queensland

Senior Solicitor/Consumer Advocate
Civil Justice Services (consumer protection)



①

AUTHORITY TO RELEASE

TO WHOM IT MAY CONCERN
(AS ADVISED BY LEGAL AID QUEENSLAND)

I, DIANE CROWTON of
Address: [REDACTED] COBBLESTONE LANE LAIDLEY QLD 4341

Date of Birth [REDACTED]

Hereby authorize you to provide Legal Aid Queensland with a copy of my Insurance

Policy and PDS that was in effect on

Signed: [REDACTED]

Dated: 20/7/2011

ATTENTION C P U
FLOOD ASSIST.

2

AUTHORITY TO RELEASE

TO WHOM IT MAY CONCERN
(AS ADVISED BY LEGAL AID QUEENSLAND)

I, DIANE CROWTON

Hereby authorize you to provide my solicitors as nominated by Legal Aid Queensland
with any documents or information in your possession as specified by Legal Aid
Queensland.

Signed:



Dated:

20/7/2011



RACQ.

AUTHORITY TO RELEASE

TO WHOM IT MAY CONCERN
(AS ADVISED BY LEGAL AID QUEENSLAND)

I, DIANE CROWTON, of
Address: COBBLESTONE LANE LAIDLEY QLD 4341
Date of Birth: [REDACTED]

Hereby authorize you to provide Legal Aid Queensland with a copy of my Insurance
Policy and PDS that was in effect on

Signed:

Dated:

20/7/2011

ATTENTION C P U
FLOOD ASSIST.

②

RACQ

AUTHORITY TO RELEASE

TO WHOM IT MAY CONCERN
(AS ADVISED BY LEGAL AID QUEENSLAND)

I, DIANE CROWTON

Hereby authorize you to provide my solicitors as nominated by Legal Aid Queensland
with any documents or information in your possession as specified by Legal Aid
Queensland.

Signed: ..



Dated:

20/7/2011

Exhibit 46



COOPER GRACE WARD

LAWYERS

Our Ref: MJM:RXR 10094914
Your Ref: MAF(flood): 1203115

22 July 2011

Civil Justices (Consumer Protection) Unit
Legal Aid Queensland
GPO Box 2449
Brisbane QLD 4001

Email: [REDACTED]

Level 21, 400 George Street
Brisbane 4000 Australia

GPO Box 834, Brisbane 4001

T 61 7 3231 2444

F 61 7 3221 4356

www.cgw.com.au

ABN 95 591 906 639

Dear Colleagues

RACQ Insurance - flood claim review
Your client: Diane Crowton

We refer to your letter dated 20 July 2011.

We note that you act for Ms Crowton. As your client has engaged solicitors, RACQ Insurance has engaged us to act on its behalf in this matter. Please direct any further communications in this matter to us.

We enclose the following further information relating to your client's claim:

1. a copy of your client's certificate of insurance and relevant PDS documentation;
2. a copy of the loss adjustor's report obtained by our client in relation to your client's property; and
3. a copy of our client's information sheet setting out the conclusions our client has reached in relation to the cause of flooding in your client's area.

The above information sets out the basis of our client's decision.

Your request for information is very broad and requests information that may be subject to legal professional privilege. Our client does not propose to provide information that is subject to legal professional privilege.

Further, our client does not propose to provide a copy of its hydrology report because the report contains private information in relation to many other people whose privacy our client is required to protect and because the report is subject to legal professional privilege.

In relation to your request for transcripts, our client does not propose to respond to generic requests. If your client is making a specific allegation that makes a transcript relevant, please let us know (and provide details of the alleged conversation, including when the call was made and what is alleged to have been said) and we will seek instructions.

As you would be aware, our client is obliged to determine any application for review within 45 days of your client's complaint. We therefore ask that any submissions or material in support of the application that your client wishes to be considered be provided as soon as possible.

Yours faithfully

COOPER GRACE WARD

Associate

T
F
E

Partner

ECA210094914 3973463v1



Exhibit 47

Your Ref:
Our Ref: MAF(flood):Crowton
Date: Monday 12 September 2011

Telephone: (07) 3227 7124
Facsimile: (07) 3238 3540
Email: [REDACTED]

The Manager
Internal Dispute Resolution
RACQ Insurance
racqidisputeresolution@racqi.com.au

[REDACTED]
Associate
Cooper Grace Ward
[REDACTED]

[REDACTED]
Cooper Grace Ward
[REDACTED]

Dear Colleague

Mr R and D Crowton Policy Number [REDACTED] Claim [REDACTED]

Request to review decision as quickly as possible following refusal of claim dated 14 June 2011 (Building Only)

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 client formally now requests that the decision to refuse insurance be reviewed taking into account the information contained in this letter.

In support of the request for review, we ask that you take the following into consideration:

Background

Our clients bought the property at Laidley in 2004, about 7 and a half years ago. It is a high set timber and chamferboard house that was put on the property around 1956.

Allegations about pre-existing disrepair

We understand that you have declined to pay our clients' claim for the damage to their building on the basis that there was damaged caused to the property as a result of a defect, faulty workmanship, erosion or landslide.

We note that s 46 Insurance Contracts Act provides protection to consumers who were

Thursday, 15 September 2011

unaware of a any fault or defect when the insurance contract was entered (and a reasonable person in the circumstances would not have been aware of it) then the insurer cannot refuse the claim.

We understand that when the engineer visited the property on 26 May 2011, he informed our client that all the doors were old and there was not enough glue under the tiles and it didn't look like any water had entered the property. Somehow this led to RACQ's conclusion that the damage was due to long term slab and soil movement before the flash flood and poor workmanship.

We ask that you review your decision based on the information contained in this request. Our clients were not aware of any damage to their property before this claim because:-

1. there had been no noticeable leak or defect affecting the property before the events in January 2011.
2. there had been no trigger to alert our client to inspect the building looking for a defect.
3. there was no way that our clients could have known about any of the alleged pre-existing effects.

FOS Determinations on point 27216 is one of the many FOS decisions that reiterates the law on this point:

"Section 46 of the Insurance Contracts Act 1984 (the Act) provides that if a claim is made in respect of a loss that occurred in whole or in part as a result of a defect or imperfection in a thing and the insured was not aware of the defect or a reasonable person in the circumstances could not be expected to have been aware of the defect or imperfection the insurer may not rely on an exclusion clause that refers to the condition of the thing before the contract was entered into."

In the circumstances, we are deeply puzzled how our clients were expected to have identified such things as was identified by the engineer which attended on 25 May 2011:

- (a) there was not enough glue under the tiles. LAQ is at a loss as to where a consumer's obligation to look under one's tiles arises. Even if there is an obligation to pull up the tiles in your home to check the glue, LAQ is curious as to how this does not also lead to RACQ rejecting our client's claim on the basis that there is a hole in the home that allowed the water to more easily flow through. ie that the property had not been properly maintained.
- (b) The doors were all old. Notwithstanding that our clients' had recently put 7 new doors in the property, we are at a loss as to how having old doors that work should put our clients' on notice that there was something wrong or a defect with their home.
- (c) Long term soil and slab movement – there is simply no evidence that there was soil and slab movement prior to the flash flood and even if there was there is no evidence that any soil and slab movement would have manifested itself in such a way so as to have been apparent to a reasonable person in our clients' position.
- (d) Inadequate drainage – We note that this is little more than an assertion with little or no support. We also note that all the best drainage would not have copped with the volume of water which hit Laidley and its surrounds on 11 January 2011. To reject their claim on the basis of inadequate drainage when even RACQ acknowledges the area was hit by a wall of water is putting unnecessary obstacles in the way of vulnerable consumers who have a legal right to have their insurance claim paid.

Exclusion relied upon by you (definition)

Thursday, 15 September 2011

Flood

We acknowledge that in its letters of 11 May 2011 and 2 June 2011 have agree with our client that they were affected by a "Flash Flood."

This view is reinforced by our clients' experience of the events. They recall what happened in the following way:

"On 10 January 2011 it was raining all day. It had been raining since early morning the previous day. I remember that there was thunder and lightening because of how our dogs were reacting. They don't like thunder and lightening and they wouldn't stop barking because of all the thunder and lightening.

At about 10.30am we were outside and my husband pointed out to me the wall of water he could see coming down the mountain that is behind our property. We called up the local council to ask for sand bags and informed Lisa from the library (who was manning one of the phones) of this wall of water.

We never got any sand bags so I took out all the linen in our house to block all the doors to prepare for any water that may come into the house.

The water hit Laidley Township at exactly 11am on 10 January 2011. It wiped out the main street of Laidley. There was water everywhere and it was coming in from all and every direction. The water from the mountain only flooded half of our yard and came up from Cobblestone Lane.

We didn't leave our property.

The water started to creep up from the bottom of the road. The rest of the water that flooded our property came through from the side of the house on the west side which is the same side as the drain and creek. It was the overflow from the storm water drain that couldn't cope. This water had started to enter our property at about 12am. This continued until about mid afternoon when the flow slowed. The water rose to about 2 feet in our bottom level.

That 2 feet of water went through the house. The mud stayed for three days."

Unusual Terms - Capped Payments

We note that your clients' PDS also purports to place a cap on the damages that a consumer may recover for damage caused by flash flooding and storm water run-off.

In addition to the utmost good faith duty set out in section 13 of the Insurance Contracts Act (ICA), there is a specific obligation under section 35 of the ICA to clearly inform an insured in writing where the effect of a provision would be that the insurer would be under no liability in respect of the claim.

RACQ had a duty to clearly inform our client that "flash flooding" claims were capped under section 35 of the ICA.

As a consequence, the insurer can only exclude cover for a prescribed event under a prescribed contract to the minimum amount if it clearly informs the consumer in writing, or if the consumer knows or could reasonably be expected to know. Further, while the requirement to clearly inform may be done in writing, if a policy term is so unusual, it may not be enough just to include it in a PDS.

Thursday, 15 September 2011

Our clients' policy provides coverage for flash flood and storm water run-off at page 18 (defined at page 11 and again at page 18). There is nothing about capping of such claims on either of these pages. In our view, most reasonable consumers after reading the PDS would have believed that they were fully insured for at least "flash flood."

It is not until page 27(building) and page 32 (contents) (many pages later) that the PDS mentions a cap on such covered events of 50% or \$25,000, whichever is higher. Our client instructs us that he was oblivious to this restriction on cover by a purported cap on claims. As determined by FOS in Case No 41948, a matter on point, in reaching the conclusion that the insurer had not complied with s35 of the ICA:

The policy at page 1 clearly and unambiguously states that the building and contents are covered No limitations were shown nor is there any reference on page 1 to indicate to the reader that the cover is a summary only and the limited extent of cover is expressed elsewhere in the body of the document.

In that case the restrictions or cap were located only some 8 pages later whereas in the present instance it is 16 pages.

Restrictions and exclusions to standard cover must be clearly communicated to the insured. Our clients instruct that it was not until a claim was made that they became aware that there may be a cap on any pay-out they would receive if the claim was characterised as a 'flash flood' claim under the policy and therefore payable. Our clients confirm that they also were unaware of this restriction until then.

In our view, hiding a cap on claims many pages after the last previous mention of the covered event does not comply with RACQ's obligations to clearly inform our clients under sections 35 and 37 of the ICA. The cap is equivalent to an exclusion and hence should have at the very least been referred to in column 2 on pages 11 and 18 (next to the inclusion of flash flood) of the PDS.

Further, this is the **only** insured event that has a percentage cap on claims. In our view a statement that flash flooding is an insured event is misleading and deceptive where there is such a significant cap on claims. A maximum payment of 50% of the sum insured for home building and 50% of the sum insured for the contents is not coverage as it is totally inadequate.

In our view RACQ has not adequately brought the restriction in payment to our clients' notice within the meaning of section 35 of the ICA and therefore there is no basis to invoke the cap and the whole claim amount should be paid.

RACQ Hydrology Report

We note that we have now received a copy of the Hydrology Report upon which RACQ We note that you have relied on a Hydrology report in reaching this conclusion and that we have had this report since 14 July 2011.

Firstly we note that under 1.0 Introduction that the writer of the Report acknowledges

"This is a technical report and the author has made opinions based on generally accepted engineering industry standard definitions for stormwater and flooding terminology for the purposes of classifying the particular inundation event that occurred as noted above. It is noted that these classifications are site specific and therefore the author has also provided additional

Thursday, 15 September 2011

information where necessary in order for the client to make a determination on whether a particular claim falls within RACQ's policy coverage."

We assume that part of what this clarification refers to is amongst other things the fact that the CSIRO industry standard definition of flash flooding refers to flooding within 6 hours of rain where as RACQ's definition refers to flooding within 24 hours. While the Report makes it clear that it is cognisant of the differences in time in the various definitions, in our view, writing a report on the basis of a definition that refers to flooding within 6 hours and then adding information to take account of the fact that it is 24 hours is inherently flawed and by its nature is likely to shape the conclusion reached by the report.

A report that is written on the basis of a definition that does not actually reflect the definition of flash flood in RACQ's Insurance Policy cannot be relied upon in reaching a conclusion about the applicability of RACQ's Policy as it relies upon and is shaped by a definition that is 4 times narrower than the insurance policy that our clients entered into with you.

We recall that the RACQ Policy defines Flash Flood. It is defined as:
"A sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run-off."

Unfortunately, for RACQ the conclusion reached by the Report appears to be based upon the following definition:

"A sudden flood caused by heavy rain that **began** no more than 24 hours prior to the flash flood or stormwater run-off."

As it assumes the coverage for Flash Flood under the Policy ends at 4am on 12 January 2011, 24 hours after the last rainfall event began, in accordance with the Information Sheet about the 1st event in the Middle Brisbane River and RACQ's Hydrology.

In our view, that is not what the definition says. For our clients to be covered for flash flood under RACQ's Policy the heavy rain must have fallen no more than 24 hours prior to the Flash Flood affecting our client's property. This means for this property to be covered according to your own hydrology their property must have been affected prior to 3pm on 12 January 2011.

As a consequence, our client's property, which was affected prior to 3pm on 12 January 2011 is covered for flash flood under the RACQ Policy and as a consequence you have a duty to pay this claim.

It is clear that the water that inundated our client's property occurred as a result of storm activity and rainwater that falls within RACQ's definition of flash flood.

We reiterate that the conclusions reached by you are disputed by our client.

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 client 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 client's proposal for insurance and record of this claim (if you have one) and a transcript of any discussion with our client or agent upon which you rely to support the decision you have made.

Thursday, 15 September 2011


Response and urgency for our client

Because our client's home is requiring repair to make it safe and habitable they are in considerable hardship and extreme inconvenience as they await the outcome of their insurance claim.

We would appreciate it if you would expedite this review to minimise further harm that delay and uncertainty is causing for this client.

Our clients 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



Senior Solicitor/Consumer Advocate
Legal Aid Queensland

Exhibit 48

Renewal - Certificate of Insurance

Page 1 of 5

Home and Contents Insurance

Direct debit amount

\$78.84

Your policy number

1

Customer service

13 19 05

Website

www.racqinsurance.com.au



MRS D.C. CROWTON
COBBLESTONE LANE
LAIDLEY SOUTH QLD 4341

Thank you for insuring with RACQ Insurance in the previous period of insurance.

Your current policy expires at midnight on 25 Jan 2010. RACQ Insurance will automatically renew your policy by continuing to deduct the direct debit amount from your nominated financial institution. This document will become your new Certificate of Insurance. It provides information about the insured property and this policy, including excesses payable.

We may adjust the amount payable if you claim for loss or damage that occurs prior to the renewal date.

What do you need to do now?

1. Please read your enclosed Home and Contents Supplementary Product Disclosure Statement (SPDS), as it describes the terms and conditions of the policy. Your policy now consists of your insurance Application, your latest Certificate of Insurance and your PDS and any SPDS. We refer to these documents as your policy.
2. Please read and follow the instructions on this Certificate of Insurance.
3. Keep this certificate and your PDS and any SPDS together in a safe place.

Payment options

	Payment
Annual payment	\$886.12
Monthly direct debit payment	\$78.84

Can we be of service?

If you need to change any details, obtain more information or insurance or confirm payment of this premium, please contact us. You can either phone 13 19 05 or write to RACQ Insurance PO Box 4, Springwood 4127 or call into any RACQ Branch Office.

We draw your attention to your Duty of Disclosure and a number of questions which are on the back of this page.

Date of issue 26 December 2009

Home and Contents Insurance

Your Duty of Disclosure

An important notice concerning information you are required to give us

The Insurance Contracts Act 1984 requires us to give you information about your insurance and for you to give complete and accurate information to us. This is known as Your Duty of Disclosure. Before entering a contract of insurance with us, and each time you vary or renew your policy we will ask you a number of specific questions.

In addition, if we invite renewal of the policy, we will forward our premium renewal notice to your last known postal address prior to the expiry date of the policy. This notice will include, amongst other matters, specific questions relating to you and the insured property.

What you must tell us

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as if it had never existed.

If you do not understand

If you do not understand your duty, please contact us on 13 19 05.

Your disclosure

Set out below are questions which are brought to your attention.

If the answers to all of the questions is "No", you need not tell us.

If the answer to any of the questions is "Yes", you must give us full details of that answer. You can do this by either phoning or writing to us, and quoting your policy number.

The questions for your attention:

In the previous period of insurance have you or any other person insured or covered by this policy:

- been convicted of any criminal offence?
- suffered any home or contents loss or damage whether an insurance claim was made or not, or had a liability claim made against you?
- had any insurance declined, cancelled, voided, insurance renewal refused, a claim rejected or special conditions imposed?

The following questions apply to each property insured or covered by this policy:

1. Is there any person (other than family members permanently living with you) who owns or has an interest in the insured property and who is not shown as an insured person on this Certificate?
2. Is there any business conducted at the property address which is not shown on this Certificate?
3. If you have not paid this premium by the due date, has any accident or theft happened after that date?
4. Has any of the information shown on this Certificate changed?

Renewal - Certificate of Insurance

Home and Contents Insurance

Page 3 of 5

Your policy number

Customer service

13 19 05

Claims hotline

13 72 02

Website

www.racqinsurance.com.au

What you must do

For this Certificate to be valid, you and anyone else insured under this policy must carefully examine the Certificate information for its correctness and advise us of changes that have occurred over the previous period of insurance.

Policy holders

MRS DIANE CECILIA CROWTON

MR ROBERT MALCOLM CROWTON

You receive a discount for:

- being 55 years or over
- combining your home and contents in one policy
- no claims on your home/contents

Period of insurance

from 25 Jan 2010 to midnight 25 Jan 2011

What you are insured for

	<i>Sum Insured</i>
HOME	\$189,000
CONTENTS AT THE HOME	\$42,000
SELECTED PERSONAL ITEMS ANYWHERE IN AUSTRALIA OR NEW ZEALAND	
fuji finepix digital camera sn 42I26176	\$350
LEGAL LIABILITY	\$20,000,000

We adjust Home and Contents sums insured to cover rising values and costs - please check that the new sums insured meet your needs.

The policy covers the Home and Contents located at:

COBBLESTONE LANE, LAIDLEY 4341 which:

- is a home
- is permanently occupied by you
- will not be unoccupied for more than 60 consecutive days
- is structurally sound and well maintained (including all outbuildings)
- is not used as a trade, business or professional workplace
- has no other people besides family members residing at the property

What optional covers are included and not included

	Home	Contents
Motor burnout	included	included
Pet cover	n/a	included
Group Cover	n/a	not included
Selected Personal Items	n/a	included
Advanced cover	included	included
Flood and storm surge	not included	not included

Please refer to your Product Disclosure Statement (PDS) and any Supplementary Product Disclosure Statement (SPDS) for full details of the optional covers available.

If you would like to vary your cover please call us on 13 19 05.

Date of issue 26 December 2009

Renewal - Certificate of Insurance

Page 4 of 5

Home and Contents Insurance

Your policy number

[REDACTED]

Pet cover

a MALE JACK RUSSELL TERRIER DOG named MICKEY

a FEMALE JACK RUSSELL TERRIOR DOG named JACKIE

No insured animal is used as a guard dog or is involved in professional breeding, farm work, dog racing or animal hunting.

Customer service

13 19 05

Claims hotline

13 72 02

Website

www.racqinsurance.com.au

Security installed

deadlocks (key operated inside and out) on all external doors, other than security or screen doors

Excess you contribute to any claim

APPLICABLE EXCESSES WILL BE ADDED TOGETHER

	Home	Contents
Excess	\$300	\$300
Pet cover		\$50
*Earthquake excess	\$300	\$300

**You contribute this additional amount to a claim for loss or damage caused by earthquake during any period of 48 consecutive hours.*

GST

This notice is not a Tax Invoice. If you need a Tax Invoice setting out the GST charged on this policy, please call and request one.

The premium is being paid by direct debit instalments.

Date of issue 26 December 2009

Direct Debit Confirmation Certificate

Page 5 of 5

Home and Contents Insurance

Your policy number

[REDACTED]

Customer service

13 19 05

Claims hotline

13 72 02

Website

www.racqinsurance.com.au

MRS D.C. CROWTON
[REDACTED] COBBLESTONE LANE
LAIDLEY SOUTH QLD 4341

RACQ Insurance (Direct Debit User ID number 045108)

This certificate confirms your direct debit details based upon the information you gave us. Please check this document and call us if any of the following information is incorrect.

If no changes are required, deductions will continue on the dates and for the amounts stated below.

Direct debit details

Policy number/s	Insured	Monthly debit amount
[REDACTED]	DIANE CECILIA CROWTON	\$78.84

Home and Contents Insurance

Effective dates from 25 January 2010 to 25 January 2011

An instalment of \$78.84 will be deducted on the 25 January 2010.

Subsequent monthly instalments of \$78.84 will be deducted on the 25th of each month.

Multiple payments may be deducted in the same month depending on your debit date.

Financial institution details

Financial institution: COMMONWEALTH BANK OF AUSTRALIA
BSB number: [REDACTED]
Account name: ROBERT MALCOLM CROWTON
Account number: [REDACTED]

By choosing to pay by the month using the direct debit method, an annual fee of \$60.00 may apply which equates to \$5.00 per month.

Date of issue 26 December 2009

Exhibit 49

Household Insurance Policy

Product Disclosure Statement



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Welcome to RACQ Insurance

Thank you for insuring with RACQ Insurance.

We are delighted to have you as a customer. Please do not hesitate to contact us if you have any questions about insurance or need help in making a claim.

RACQ Insurance is one of the largest providers of motor vehicle and household insurance in Queensland. Customers have access to a network of branches and agents throughout Queensland and a 24 hour, seven day-a-week call centre.

How to contact us

If you need more information or help with any of our products or services you can contact us:

- 7 days a week by telephone

Policy related enquires	13 1905 or any Branch
Claims related enquiries	13 7202 or any Branch
Emergency Home Assist	1800 800 552

- Visit one of our branches during business hours
- Email us with your Home and Contents claim or documents enquiries at:
racq_houseclaims@racqi.com.au
and we will respond during business hours
- Visit our website: www.racqinsurance.com.au

How this policy works

RACQ Insurance Household Insurance policy is designed to provide you with comprehensive cover for your home and contents in the case of loss or damage caused by an insured event.

This policy provides cover for:

- The Insured events listed on pages 16 to 22
- The Additional benefits for your home and contents listed on pages 35 to 47
- Emergency Home Assist on page 47
- Options that you can add to your policy by paying more:
 - Motor burnout
 - Advanced cover
 - Group and/or selected personal items cover
 - Pet cover
 - Flood and storm surge

This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance.

 - Landlord's fixtures and fittings
 - Mortgagee's interest in a home unit
- Legal liability insurance.

All policy limits and values include all relevant statutory charges and taxes. This policy does not cover you for everything. For further details of the cover and the amounts we will pay for any claim, please read this Product Disclosure Statement (PDS).

If you decide to take out insurance with us, we will provide you with the cover you have chosen as described in your current certificate of insurance and this PDS.

Important information about your policy

Policy benefits

The table shown below is a summary of the policy benefits available. Please read the PDS for details of the extent of cover provided.

Cover provided	Benefit	Page
Additional living expenses	Contents cover up to 10% of sum insured	35
Attendance by a security firm	Contents cover up to \$750	35
Breakage of glass	Up to the sum insured	36
Campus cover	Contents cover up to \$5,000	37
Clean up costs	Up to 10% of the sum insured	38
Contents while in storage	Contents cover up to the sum insured	38
Contents in transit	Contents cover up to the sum insured for contents in transit to a new permanent address in Australia	39
Contents in a safe deposit box	Contents cover up to 10% of the sum insured	39
Credit card misuse	Contents cover up to \$1,500	40
Damage caused by emergency services	Home cover up to \$1,000	40
Demolition and redesign costs	Home cover up to 10% of the sum insured	40
Emergency Home Assist		47
Emergency and alternative accommodation	Home cover up to 10% of the sum insured	41
Funeral expenses	Up to \$5,000	41

Important information about your policy

Policy benefits

Cover provided	Benefit	Page
Inflation protection at renewal	Increase your sum insured at renewal	42
Loss of rent	Home cover up to 10% of the sum insured	42
Peace of mind protection	Home cover increase sum insured by the annual inflation protection adjustment in the event of a claim	43
Professional documents	Contents cover up to \$1,000	43
Re-key, re-code or replacement of locks	Home cover up to \$500	43
Removal of debris	Up to 10% of the sum insured	44
Special occasion gifts	Contents cover up to \$1,000	44
Storage of contents after an event	Contents cover up to 10% of the sum insured	45
Storm damage to pool and/or spa covers	Home cover up to \$500	45
Temporary removal of contents	Contents cover up to 20% of the sum insured	46
Theft of purchased water	Contents cover up to \$200	46
Uninsured visitor's contents	Contents cover up to \$500	46

Important information about your policy

Policy discounts that you may be entitled to

Discount type	Benefit
No claim discount	You may be entitled to a no claim premium discount of up to 7% on your home and contents premium if you have not made a claim in the last 12 months.
Age discount	You may be entitled to a 10% premium discount where at least one (1) nominated insured is aged 55 years or over and the insured's own owner/occupied dwelling is being insured. Also a 15% premium discount may apply where at least one (1) nominated insured is aged 55 years or over and the contents are being insured in either an owner/occupied or rented dwelling.
Senior card holder discount	A 15% premium discount may apply for Queensland Seniors Card Holders on Building Insurance and 25% discount may apply on Contents Insurance. The discount is restricted to owner/occupier's building and/or contents and tenant's contents only. The Seniors Card Holders Discount does not apply in addition to the existing age discount.
Alarm discount	You may be entitled to a premium discount of up to 10% on your contents premium for having an alarm installed that is monitored 24 hours per day 7 days a week by a monitoring facility.
Combined discount	If you are an owner/occupier, by combining your home and contents onto the one policy, you may be entitled to a combined premium discount of up to 13%.
Multi – policy discount	If you have three (3) or more qualifying policies/covers, currently with RACQ Insurance, you may be entitled to a premium discount of up to 5% for each qualifying cover.
Membership loyalty discount	You may be entitled to a premium discount of up to 17.5% based on your current RACQ Membership level.

Important information about your policy

The PDS describes the types of insurance cover available to you. Please read it carefully and keep it in a safe place along with your certificate of insurance.

The certificate of insurance is a separate document that forms part of your policy. It describes the type of insurance you have taken out, and provides specific details about your building, contents and other items of value covered under your policy. It also specifies the limits of cover (sums insured), additional benefits, optional covers, the period of insurance, any special conditions, details of any excesses that apply and premium payment. Please check any certificate of insurance you receive when you start your policy and each time you vary or renew it.

RACQ Insurance Limited is the issuer of this insurance and is responsible for the obligations set out in our PDS.

Cooling-off period

When you take out or renew a policy with RACQ Insurance we provide a cooling-off period of up to 21 days. The cooling-off period starts from the date and time this policy was issued, or from midnight immediately preceding any renewal date.

If you wish to take advantage of the cooling-off period and cancel this policy from the date and time this policy was issued, you must advise us in writing or electronically during the cooling-off period and the premium paid for the policy will be refunded in full providing a claim has not been made.

Important information about your policy

Duty of Disclosure

The *Insurance Contracts Act 1984* requires us to give you information about your insurance and for you to give complete and accurate information to us. Before entering a contract of insurance with us, and each time you vary or renew your policy, we will ask you a number of specific questions.

What you must tell us

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, or which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as if it had never existed.

If you do not understand

If you do not understand your duty, please contact us.

Important information about your policy

Evidence of ownership

We require you to keep evidence of the purchase and value of your building and contents.

You may be required to provide proof of ownership and evidence of its value if you make a claim under this policy. Such proof includes but is not limited to receipts, valuations, model and serial numbers, photographs, credit card or bank statements.

Personal information

The personal information you give us is used to set-up and administer your Household Insurance Policy. It is used to determine the extent of insurance risk that you have proposed and plays a role in determining fair and competitive premiums. If you make a claim, your personal information enables us to determine your entitlement. If you do not provide the information we request then this can either delay or prevent us from providing the insurance you want or allowing your claim.

General Insurance Code of Practice

The purpose of the General Insurance Code of Practice is to establish standards of practice for insurers that we at RACQ Insurance adhere to and support. You may obtain a copy of the Code from the Insurance Council of Australia web site www.ica.com.au or by phoning them on 02 9253 5100.

Words / terms with special meanings

Word / term	Meaning
Accidental	Unexpected and unintended from your point of view.
As new	Repair or replacement with new items or materials regardless of the age of the insured item or property.
Business	Any business, trade, profession or other activity from which income is earned except: <ul style="list-style-type: none">• casual baby sitting, casual child minding or garage sales of a domestic nature, all conducted at the property address; and• the domestic rental of a home if the home is insured under this policy, provided you have previously told us that the home is rented out.
Collection	<p>A number of items that have been gathered together according to some unifying principle or orderly arrangement as part of an interest or hobby with the intent of collecting. Examples include but are not limited to collections of coins, stamps, models, toys, badges, and spoons, and unless we agree collections would exclude items bought for consumption, such as a wine collection.</p> <p>Contents cover limits apply as shown on page 34.</p>
Common area	The area of a community title scheme, strata title scheme or flats which does not form part of your lot or tenancy, including but not limited to garages, storage areas, parking areas, walkways and stairwells that are not secure and over which you do not have exclusive use under the by-laws of your body corporate or tenancy agreement.

Words / terms with special meanings

Word / term	Meaning
Consequential loss	Any loss or additional expense arising indirectly from an event that is covered by this policy. For example consequential loss may be: <ul style="list-style-type: none"> •any additional expense in replacing undamaged property so as to create a uniform appearance; •the inability to match the bricks following impact damage to a brick wall; •reduction in value following repair or replacement of lost or damaged property.
Contents	Your contents shown as insured on page 29.
Cost to us	What it would cost us, including any discounts that are available to us, to repair or replace the item or property at the time the loss or damage occurred.
Emergency	Is a circumstance, which poses an immediate threat to the physical safety of your home or contents, such as a burst water pipe or during a storm a branch falls through the roof of your home.
Excess	The amount you have to pay us or bear towards the cost of a claim under this policy. All excesses are shown on your certificate of insurance.
Family or your family	Your spouse, your de facto spouse, your parents and parents in-law, your brothers and sisters, your or your spouse's or de facto spouse's children, who all usually reside with you at the insured property address.
Fixed swimming pool	Includes an in ground pool or an above ground pool and their fixed accessories where erection or installation of the pool required earthworks, construction of decks, ladders, fencing or the like of a permanent nature.
Flood	Rising water which enters your home as a result of it running off or overflowing from any origin or cause. <i>This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance.</i>

Words / terms with special meanings

Word / term	Meaning
Flash flood and stormwater run-off	A sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run-off.
Forcible entry	Unlawful entry into your home or living quarters including unlawful use of keys or lock picking. Forcible entry does not mean opening an unlocked door, window or skylight.
Home	Your home shown as insured on page 23.
Insured property address	The property address shown on your certificate of insurance as the location of the insured home and/or its contents.
Negotiable instrument	Cash, bank notes, savings certificates, money orders, gift vouchers, stamps (not part of a collection).
Open air	Means anywhere within the insured's property address that is not fully enclosed and lockable.
Pair/set	Contents items or articles that are regarded as a unit. Examples are earrings, golf clubs, candle holders, dinner set, ornaments.
Personal items	Your personal items shown as insured on pages 50.
Policy	Your insurance contract includes this PDS, your most recent certificate of insurance and the information you provide us when you purchase or vary your insurance and at each renewal.
Renovations	When any part of the roof, floor or the external walls are removed for the purpose of additions, alterations, repairs or decoration.
Retaining wall	A wall which is not part of the residential building, designed to hold back or prevent the movement of earth or water.
Specified contents	Contents items that have a higher value than the limit shown on page 34. You will need to have them specifically listed on your certificate of insurance and pay an additional premium.

Words / terms with special meanings

Word / term	Meaning
Sporting equipment	Is equipment used in sporting activities (whether or not for competition), leisure and recreational activities. Sporting equipment does not include, camping equipment, diving equipment, parachute, model craft, hang glider, aircraft, motor vehicle, motor cycle, trail bike, mini bike, motorised go-cart, or any spare part or accessory for the equipment (including any helmet, gloves, boots, goggles or over-suit).
Storm	A violent disturbance of the atmosphere associated with strong winds including a cyclone, lightning, heavy rain, hail or snow, but not continuous bad weather by itself.
Storm surge	An increase in the level of the sea associated with a tropical cyclone or other intense storm.
Temporary/non fixed swimming pool	An inflatable or aboveground swimming pool or spa mounted on their own accessories or on a temporary site.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from the nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or puts the public, or any section of the public, in fear.
Tools of trade	Any tools whose principal use is in connection with a business.
Tsunami	An ocean wave that has its origins in an under water earthquake or volcano.
Unoccupied	The home situated at the insured property address has not been occupied for more than 60 days, and we have not been told of this beforehand. Occasional overnight stays of less than one night a week on average during the 60 day period does not mean the home is being occupied.

Words / terms with special meanings

Word / term	Meaning
We, us	RACQ Insurance Limited. ABN 50 009 704 152 AFS Licence Number 233082.
You, your	The person or persons shown as the policy holder/s on the certificate of insurance and your family who usually reside with you at the property address.

Calculating your sum insured

Help with calculating your home sum insured

Your home building sum insured needs to be sufficient to cover the cost of rebuilding your home in the unfortunate circumstance of total destruction by an insured event.

The cost of rebuilding is based on the materials and labour needed – not your home real estate market value.

You can refer to the following sources to assist in calculating a reasonable sum insured for your building:

- building industry professionals, such as licensed builders, architects or valuers
- RACQ Insurance website calculators
www.racqinsurance.com.au
- ask us for a copy of our valuation guide.

For each subsequent renewal, we will increase your selected sum insured to allow for increased building costs as detailed on page 42.

You are responsible for calculating the sum insured on the cost of rebuilding your home. If you do not have an adequate sum insured, you may be out of pocket if you suffer loss or damage to your home.

Calculating your sum insured

Help with calculating your contents sum insured

When you add up the replacement value of your household contents, it can be more than you think. Contents insurance covers items in your home, from furniture and carpets to valuables and sentimental items.

How much cover do you need?

By telling us exactly how much cover you require for your contents, you know for sure that you're not wasting money on cover you don't need. To make sure your contents are fully covered, go through the house room by room and write down what it would cost to replace each item at today's prices. You may also refer to the calculators available on the RACQ Insurance website or ask us for a copy of our valuation guide.

'New for old' cover

This means that if your contents (not clothing) get damaged or stolen, and we can not or elect not to repair, we will replace your contents.

Protecting valuable items

If you've got valuable items worth more than the amounts shown on page 34 – for example if you have a piece of jewellery worth more than \$2,000 or works of art worth more than \$2,000 – let us know, as these need to be specifically noted on your certificate of insurance and insured for their full value.

Insured events you are covered for

If your home is covered by this policy the word home will be shown on your certificate of insurance. We cover your home for loss or damage caused by any of the insured events, which happen at the property address during the period of insurance.

If the contents of your home are covered by this policy, the word contents will be shown on your certificate of insurance. We cover your contents for loss or damage caused by any of the insured events, which happen at the property address during the period of insurance.

We cover you for loss or damage caused by the insured events listed on pages 16 to 22. If you want protection from loss or damage caused by other events you should consider the optional covers provided for in the Optional covers for extra peace of mind section of this policy.

Insured events you are covered for

Damage caused by weather...

What is covered	What is not covered
Storm	<p>Loss or damage:</p> <ul style="list-style-type: none"> ✗ caused by rain, hail or snow after it has reached the ground; ✗ caused by rain or wind entering the home unless it enters through an opening in the windows, walls or roof made by a storm; ✗ to garden borders, paths, driveways, paving, free standing or retaining walls (whether or not part of the home), tennis courts and other playing surfaces; ✗ to paint and/or external coatings of buildings when there is no structural storm damage to other parts of the home; ✗ to swimming pool and spa covers, liners and the like other than loss or damage covered under Additional benefit; Storm damage to pool and/or spa covers on page 45; ✗ to a glasshouse whether constructed principally of glass or not; ✗ during the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: <ul style="list-style-type: none"> • in conjunction with your signing a contract to purchase the home; or • to replace a policy with us or another insurer from the date and time that other policy expired. ✗ caused by storm surge; ✗ caused by power surge.
Tsunami	
Earthquake	

✗ Not covered

Insured events you are covered for

Damage caused by weather...

What is covered	What is not covered
<p>Flash flood and stormwater run-off</p> <p>A sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run-off</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> ✗ by flood; ✗ to swimming pools or spas and their covers, liners and the like; ✗ to the water in swimming pools or spas; ✗ by water being absorbed through floors, external and internal walls of your home (including rising damp) and any subsequent loss or damage to contents including carpets; ✗ by hydrostatic pressure building up below or behind any part of your home or structure including a swimming pool, spa or tank; ✗ to garden borders, paths, driveways, paving, free standing or retaining walls (whether or not part of the home), tennis courts and other playing surfaces; ✗ by storm surge or any other action of the sea; ✗ by power surge; ✗ during the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: <ul style="list-style-type: none"> • in conjunction with your signing a contract to purchase the home; or • to replace a policy with us or another insurer from the date and time that other policy expired.
<p>Lightning including power surge caused by lightning strike</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> ✗ by power surge or power fluctuations not caused by lightning; ✗ where there is no reasonable evidence that lightning was the cause of damage.

✗ **Not covered**

Insured events you are covered for

Criminal acts against you...

What is covered	What is not covered
Theft including attempted theft or burglary Vandalism, malicious or intentional damage	Loss or damage caused by theft, vandalism, malicious or intentional damage: <ul style="list-style-type: none"> ✗ by someone who entered the home with your consent or the consent of someone usually living there; ✗ by the tenant of your home or any persons invited by your tenant to enter the home; ✗ to cash, negotiable instruments or legal tender when entry is gained through an open or unlocked door, window or skylight; ✗ to contents in a room in a boarding house, dormitory, nurses quarters, barracks or the like when entry is gained through an open or unlocked door, window or skylight; ✗ from common areas; ✗ if your home was deemed to be unoccupied at the time the loss or damage occurred.
Riot or civil commotion including the acts of lawful authorities in controlling such occurrences	

✗ **Not covered**

Insured events you are covered for

Accidents that cause damage to your home and/or contents...

What is covered	What is not covered
<p>Bursting, leaking, discharging or overflowing of liquids from:</p> <ul style="list-style-type: none"> • dish and clothes washing machines; • water catchment trays of refrigerators, freezers and evaporative air conditioners; • waterbeds; • pipes, gutters, drains designed for carrying liquid which are fixed or connected to the home; • fixed domestic apparatus such as but not limited to water tanks, lavatory cisterns and pans, baths, basins, sinks but not a shower recess or cubicle; • water mains located at or adjacent to the property address. <p>Locating the source of leaks If damage has been caused to your home by the escape of liquid, we will pay for the reasonable cost of locating the source of the escape if it is unknown.</p> <p>In addition to the home sum insured, the most we will pay for locating the source of the escape in any one claim is 10% of the home sum insured.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> ✗ to the apparatus or device which burst, leaked, discharged or overflowed (this includes a shower recess or cubicle); ✗ by the escape of liquid occurring as a result of a gradual process of bursting, leaking, discharging or overflowing unless you can show: <ul style="list-style-type: none"> • if your home is damaged – that this policy covered your home and it was current for the whole of the time that the damage was occurring; or • if your contents are damaged – that this policy covered your contents and it was current for the whole of the time that the damage was occurring; and • you or any tenant of your home could not reasonably have been expected to have known that the process was occurring. ✗ by a leak that you knew about and had not fixed before the loss or damage occurred; ✗ if your home was deemed to be unoccupied at the time the loss or damage occurred. <p>We will not pay for the cost of the escaped liquid.</p>

✗ **Not covered**

Insured events you are covered for

Accidents that cause damage to your home and/or contents...

What is covered	What is not covered
Impact Impact at or adjacent to the property address by: <ul style="list-style-type: none">• a vehicle or craft designed for use on, the road or water;• a falling tree or part of a tree including the cost of removal and disposal of the tree or branch that has damaged the home;• space debris or debris from a rocket or satellite;• aircraft;• a satellite dish, solar hot water tank, television or radio aerial which breaks or collapses.	Loss or damage caused: <ul style="list-style-type: none">✗ to garden borders, driveways, paths, paving, playing surfaces, underground services or retaining walls caused by a vehicle or craft designed for use on the road or water;✗ by a tree or part of a tree cut down by you or any person living in the home or any person acting with your or their consent;✗ the cost of removing the tree stump.
Explosion	Loss or damage caused: <ul style="list-style-type: none">✗ to a vessel or apparatus that is the source of an explosion;✗ if your home was deemed to be unoccupied at the time the loss or damage occurred.

✗ **Not covered**

Insured events you are covered for

Accidents that cause damage to your home and/or contents...

What is covered	What is not covered
Fire	<p>Loss or damage caused by scorching, melting, heat damage:</p> <ul style="list-style-type: none">× where there was no flame; or× where your home or contents have not caught fire; or× where fire or heat was required as part of a process such as but not limited to a stove, fireplace, chimney, oven, electric element, iron or saucepan. <p>Loss or damage:</p> <ul style="list-style-type: none">× arising from bushfire for the first 48 hours of the initial period of insurance of this policy unless we have issued it to you:<ul style="list-style-type: none">• in conjunction with your signing a contract to purchase the home; or• to replace a policy with us or another insurer from the date and time that other policy expired.× if your home was deemed to be unoccupied at the time the loss or damage occurred.
Acts of animals	<ul style="list-style-type: none">× Loss or damage caused by pets, animals or livestock kept by you or any person usually living in your home.

× **Not covered**

Your home

What we insure as your home

Your residential building situated at the insured property address including:

- other buildings such as garages, sheds, pergolas, carports and the like that are used for domestic purposes;
- fixed wall coverings, ceiling coverings and floor coverings excluding carpets;
- fixed barbecues, clothes hoists, external blinds and awnings, shade sails, aerials and masts;
- outdoor water and sillage pumps attached to service pipes or drains;
- fixed swimming pools, spas or saunas and their associated pump motors and filters;
- fixed outdoor water tanks;
- fixed solar appliances;
- paths and paving and playing surfaces;
- fencing, walls and gates;
- garden borders and driveways;
- built-in furniture;
- gas, water, electricity or other services (whether underground or not) that are your property or that you are legally liable to repair or replace;
- apparatus or appliances permanently fixed to the gas, plumbing or electrical systems including fixed or built in:
 - air conditioning units, ovens, stoves, range hoods and dishwashers;
 - ceiling fans and ceiling exhaust fans.
- a transportable home that is fixed to foundations anchored into the ground and connected to all services on the site;
- an unregistered caravan or mobile home which:
 - is not used on a public road;
 - is used by you solely as your permanent or temporary residence;
 - includes its fixtures and fittings and annexe, but not a fabric annexe over five years old.
- landlord's:
 - fixtures and fittings;
 - floor coverings and carpets;
 - light fittings and window coverings.

Your home

What we do not insure as your home

What is not covered:

- ✕ retaining walls;
- ✕ temporary homes or structures;
- ✕ homes under construction or reconstruction other than as provided for in renovations to your home on page 28 of this policy;
- ✕ floor carpets other than landlord's carpets;
- ✕ a hotel, motel, boarding house or barracks;
- ✕ fences, sheds, stables or other structures used or intended to be used for agricultural business purposes or any other business;
- ✕ the land on which your home is constructed;
- ✕ a campervan, bus, semi-trailer, rail carriage, tram, watercraft or aircraft;
- ✕ a caravan or mobile home which is:
 - registered;
 - used on a public road; or
 - not used solely as your permanent or temporary residence.
- ✕ boat jetties, pontoons or a wharf except if shown on your certificate of insurance as being part of your home;
- ✕ glasshouse or greenhouse whether constructed principally of glass or not;
- ✕ a home unit other than a duplex unit;
- ✕ temporary/non fixed swimming pools or spas;
- ✕ lawns, trees, shrubs, plants and hedges.

✕ **Not covered**

Your home

Settling your claim

If your certificate of insurance shows that you have home insurance we will cover your home for loss or damage as a result of an insured event occurring during the period of insurance.

We may choose at our option to:

- rebuild or repair your home as new; or
- pay you the cost to us of rebuilding or repairing your home as new including any additional costs (relating only to that part of the home that was damaged) necessary to comply with government or local government laws existing at the time of damage occurring, provided that at the time of original construction the laws and by-laws prevailing then were complied with; or
- pay you the home sum insured; or
- settle, when allowance for wear and tear or lack of maintenance of the property is to be made, as explained in "Claims settlement other than on an as new basis" on page 26.

We will pay up to the home sum insured shown in your certificate of insurance less any applicable excess.

If we choose to pay you the cost to us of rebuilding or repairing your home or the home sum insured, we may first pay to a mortgagee or credit provider who is identified on your certificate of insurance, the amount owing by you to the mortgagee or credit provider in respect of the mortgage of your home up to the home sum insured.

The terms and conditions of this policy apply to a mortgagee or other credit provider in the same manner as they apply to you.

We will pay for materials of a similar kind and quality if the original materials are not readily available in Australia.

If the home is totally destroyed and we choose to rebuild it, you may choose to rebuild it on another site but only if we have agreed.

Your home

Claims settlement other than on an as new basis

The amount we pay for rebuilding or repairing damage will be reduced from an as new basis to an amount that would place you in the same position you were in immediately before the loss or damage occurred with due allowance for age, wear, tear and where applicable, lack of maintenance of the property in the following circumstances:

- where the home was not in a sound condition or well maintained at the time of the loss or damage occurring;
- where you are the landlord, for floor carpets that were damaged that were over 10 years old;
- if the rebuilding or repairs of your home are not commenced by you within 12 months from the date of loss, unless you can demonstrate a longer period of time is reasonable;
- if you do not cooperate with us in exercising our option to rebuild or repair your home.

Your home

The most we will pay you for home claims

What is covered	What is not covered
<p>Flash flood and stormwater run-off</p> <p>We will pay up to 50% of your home sum insured or \$25,000, whichever is higher.</p>	
<p>Rebuilding or repairing of that part of the home that was damaged or destroyed</p> <p>We will pay:</p> <ul style="list-style-type: none"> • up to the home sum insured shown on your certificate of insurance less any applicable excess; • 50% of the cost of repairing or replacing up to 2 kilometres of dividing fences, walls and gates that form part of a shared boundary; • replacement of window, wall, floor or ceiling coverings in the room, hall or passageway where the damage is evident; • materials of a similar kind and quality if the original materials are not readily available in Australia. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ additional expenses for replacing or matching undamaged parts to create a uniform appearance; or ✕ extra costs of rebuilding or repairing your home to a better condition than when the home was damaged or destroyed. <p>If, prior to the loss or damage, your home or part of it was intended to be demolished or was subject to demolition order, we will pay only the salvage value of the home or that part as if it had already been demolished.</p>
<p>Landlord fixtures and fittings</p> <p>We will pay up to 5% of your home sum insured.</p> <p>Any amount we pay for this benefit will reduce your home sum insured by a corresponding amount.</p> <p>You can choose to insure a higher amount for landlords fixtures and fittings as an optional cover (refer to page 53).</p>	

✕ **Not covered**

Your home

The most we will pay you for home claims

What is covered	What is not covered
<p>Renovations to your home</p> <p>If the insured home is undergoing renovations, then until the roof, floor or external walls have been replaced, the cover provided by this policy is limited to loss or damage to the home and building materials at the property address shown on the certificate of insurance caused by the following Insured Events:</p> <ul style="list-style-type: none">• Fire;• Explosion;• Lightning;• Earthquake;• Riot or civil commotion;• Impact and damage caused by abnormally high winds.	

Your contents

What we insure as your contents

Those household goods and personal items located in your residential building situated at the insured property address including:

- carpets – fixed and unfixed;
- contents in the open air;
- electrical appliances such as washing machines, refrigerators, freezers, dryers, portable heaters;
- firearms legally registered and stored;
- furniture and furnishings;
- furniture and furnishings in an office or surgery in your home;
- home entertainment appliances such as TVs, DVD players, stereo systems;
- household tools and tools of trade;
- internal blinds and curtains;
- non-fixed light fittings;
- non-registered:
 - golf buggies;
 - motorised wheelchairs;
 - lawn and garden appliances.
- remote-controlled models or toys;
- personal items;
- sailboards, windsurfers, surfboards, canoes, kayaks, non-motorised surfskis, waterskis;
- temporary/non-fixed swimming pools;
- non-structural fixtures and fittings not insurable by any other policy of insurance if you own and occupy a home unit that is part of a community title scheme or strata title scheme;
- landlords fixtures and fittings for which you are responsible under the rental agreement and non-structural fixtures and fittings installed by you with the permission of your landlord.

Your contents

What we do not insure as your contents

What is not covered:

- ✕ structural improvements to the home;
- ✕ travel tickets or other forms of tickets or coupons, lottery tickets and competition entry forms and the like;
- ✕ registered securities;
- ✕ precious metals in the form of bars or bullion, precious or semi-precious uncut or loose gems;
- ✕ motor vehicles, motor cycles, trail and motor bikes, motorised scooters, trailers and caravans, their tools, parts, spare parts and accessories whether fitted or not;
- ✕ golf buggies or motorised wheelchairs that are required to be registered;
- ✕ aircraft or watercraft, their tools, parts, spare parts and accessories whether fitted or not (other than sailboards, windsurfers, surfboards, canoes, kayaks, non-motorised surfskis, waterskis or remote-controlled models or toys);
- ✕ lawns, trees, shrubs, plants and hedges;
- ✕ pets, livestock, fish or birds;
- ✕ credit, debit or any other form of financial transaction card;
- ✕ contact lenses while engaged in sporting and water activities;
- ✕ stock in trade or any property or materials used in a business, other than tools of trade and home office equipment;
- ✕ mobile phones and their accessories;
- ✕ apparatus or appliances permanently fixed to the gas, plumbing or electrical systems;
- ✕ contents of a caravan or mobile home which is, or is required to be registered;
- ✕ the following items of property when they are contents of a caravan or mobile home:
 - sailboards, windsurfers, surfboards, canoes, kayaks, non-motorised surfskis, waterskis and their spare parts and accessories;
 - musical instruments, sporting equipment;
 - computer equipment;
 - collections of any kind.

✕ **Not covered**

Your contents

Settling your claim

If your certificate of insurance shows that you have contents insurance we will cover your contents for loss or damage as a result of an insured event occurring during the period of insurance.

We may choose at our option to:

- repair the item as far as reasonably possible to the original condition it was in, using materials that are readily available in Australia; or
- replace the item with a new item (regardless of brand or supplier) which is available in Australia and which is its nearest equivalent (in terms of quality and price) at the time of loss or damage; or
- if you do not want us to repair or replace an item, we will pay you the reasonable cost to repair or replace the item, but only if we have agreed to this; or
- pay you up to the contents sum insured, or if you have chosen Selected personal items cover, pay you the sum insured for that item; or
- If you have chosen Group cover, pay up to the maximum overall sum insured limit.

We will pay up to the sum insured shown in your certificate of insurance less any applicable excess.

If an insured item consists of a pair, set or collection, we will pay only for the repair or replacement of the lost or damaged part. If we cannot repair or replace the part, we will pay the proportional replacement value of only that part. We do not pay for any decrease in the value of the pair, set or collection. If we replace or pay for an item, the lost or damaged item becomes our property.

Claims settlement other than on an as new basis

We will adjust your contents claim for age, wear and tear for the following items:

- floor carpets that were over 10 years old;
- clothing.

Your contents

The most we will pay you for contents claims

What is covered	What is not covered
<p>Cash, currency and negotiable instruments</p> <p>We will pay up to \$300 for theft of, loss of or damage to cash, treasury notes, bank notes, savings certificates, stamps (not forming part of a collection) or other forms of negotiable instruments.</p>	<p>We will not pay for loss or damage caused by:</p> <ul style="list-style-type: none"> ✗ entry gained through an unlocked door, window or skylight.
<p>Contents in the open air</p> <p>For contents in the open air at the insured property address, we will pay up to the contents sum insured, if they are lost or damaged as a result of an insured event.</p> <p>If the loss or damage is a result of theft, the most we will pay for such contents is 5% of the contents sum insured.</p> <p>Contents cover limits apply as shown on page 34.</p>	<p>We will not pay for loss or damage caused by:</p> <ul style="list-style-type: none"> ✗ theft from common areas; ✗ theft from locked or unlocked motor vehicles; ✗ Impact.
<p>Contents in your home</p> <p>For contents that are in an entirely enclosed and lockable part of your home, we will pay up to the contents sum insured less:</p> <ul style="list-style-type: none"> • any amount paid as contents in the open air. 	
<p>Flash flood and stormwater run-off</p> <p>We will pay up to 50% of your contents sum insured or \$25,000, whichever is the higher, but not exceeding your contents sum insured.</p>	

✗ **Not covered**

Your contents

The most we will pay you for contents claims

What is covered	What is not covered
Office equipment We will pay up to \$10,000 in total for all items in the following groups not specifically listed on your certificate of insurance if they are lost or damaged as a result of an insured event: <ul style="list-style-type: none"> • computer equipment including associated hardware and accessories; • office equipment (other than computers, associated hardware and accessories); • copy written purchased software for which you hold a licence but not custom written software and data; • furniture and furnishings in an office or surgery in your home. 	
Refrigerated foodstuffs and goods We will pay up to \$500 in total for spoilage of foodstuffs and other goods stored in your domestic freezers or refrigerators (including the reasonable cost of temporary alternative refrigeration and ice) if caused by an insured event covered by this policy.	We will not pay for loss or damage to: <ul style="list-style-type: none"> ✕ a refrigerator or freezer caused by spoiled food.
Renovations to your home If the home in which you reside is undergoing renovations, then until the roof, floor or external walls have been replaced, the cover provided by this policy is limited to loss or damage to the contents at the property address shown on the certificate of insurance caused by the following Insured Events: <ul style="list-style-type: none"> • Fire; • Explosion; • Lightning; • Earthquake; • Riot or civil commotion; • Impact and damage caused by abnormally high winds. 	
Tools of trade We will pay up to \$2,000 in total, for tools of trade used wholly or partly in any business lost or damaged as a result of an insured event.	

✕ **Not covered**

Your contents

The most we will pay you for contents claims

What is covered	What we will pay
* Watches, jewellery and gold or silver artefacts (but not bullion)	Up to \$2,000 for each item or set, but not more than a total of \$6,000
* Cameras and camera accessories	Up to \$2,000 total
* Movie or video cameras and camera accessories	Up to \$2,000 total
* Hand woven rugs and mats	Up to \$1,000 each
* CDs, DVDs, audio and video tapes, records, computer discs, game cartridges and consoles	Up to \$5,000 in total
* Paintings, pictures, drawings, works of art, figurines, moulded objects, vases or curios (not being jewellery, gold, or silver artefacts)	Up to \$2,000 for each item or set, but not more than a total of \$12,000
* Stamp collections and collector's non-negotiable currency	Up to \$2,000 in total
* Collections, medals or memorabilia	Up to \$2,000 in total
* Group cover for personal items listed on page 51 Includes accidental damage cover in Australia or New Zealand	Up to the maximum overall sum insured limit shown on your certificate of insurance. Refer to page 50 for the maximum overall sum insured limits you can choose for your Group cover personal items
* Selected personal items cover for items listed on pages 51 Includes accidental damage cover in Australia or New Zealand	Up to the sum insured for that item listed on your certificate of insurance
Additional benefits or options	Up to the limit shown for that additional benefit or option
All other contents items	Up to the contents sum insured unless a separate limit applies

If your contents items have a value higher than the limit shown above, you will need to have them specifically listed on your certificate of insurance and pay an additional premium to ensure you are covered for their full value. Proof of ownership will be required in the event of a claim.

Additional benefits we provide for you

What is covered	What is not covered
<p>Additional living expenses Contents cover If you are a tenant or an owner-occupier of a home or home unit at the property address that has been accidentally damaged by an Insured Event during the period of insurance rendering it unfit to live in, we will pay for your reasonable additional living expenses until the home or home unit is fit to live in.</p> <p>We will also pay for additional living expenses such as telephone or electricity connection fees at your temporary place of accommodation.</p> <p>In addition to the contents sum insured, the most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕rent; ✕any other direct accommodation costs.
<p>Attendance by a security firm Contents cover We will pay up to \$750 towards the cost incurred by you for a security firm to respond to a monitored alarm signal at the insured property address.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕any amount unless the security firm attendance was in connection with a claim for an insured event for which we have agreed to pay.

✕ **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Breakage of glass</p> <p>Home cover If they are part of your home and accidentally broken, we will pay for the cost of repairing or replacing:</p> <ul style="list-style-type: none">• fixed glass;• a sky light;• porcelain, marble, granite, fibreglass or polymarble in a sink, basin, shower base, bath or toilet;• glass or ceramics in a stove top, forming part of your home which happens during the period of insurance. <p>The most we will pay for this additional benefit for any one claim is the home sum insured.</p>	<p>We will not pay for damage to or breakage:</p> <ul style="list-style-type: none">× where the break does not extend through the entire thickness of the item;× of glass in a glasshouse, conservatory or greenhouse;× of any tiles or tiled furniture forming part of the home;× if your home was deemed to be unoccupied at the time the damage to or breakage occurred.

× **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Breakage of glass Contents cover If they are accidentally broken, we will pay for the cost of repairing or replacing glass forming part of an item of furniture located in the home at the property address which happens during the period of insurance.</p> <p>The most we will pay for this additional benefit for any one claim is the contents sum insured.</p>	<p>We will not pay for damage to or breakage:</p> <ul style="list-style-type: none"> ✗ where the break does not extend through the entire thickness of the item; ✗ of a picture tube or screen of a television or visual display unit except if advanced cover applies to contents; ✗ of glass forming part of a radio or clock, vase, ornament or lamp except if advanced cover applies to contents; ✗ of glass in a picture frame other than a wall hanging picture frame; ✗ of glass in mirrors normally carried by hand; ✗ if your home was deemed to be unoccupied at the time the damage to or breakage occurred. <p>This cover is limited to accidental breakage of glass forming part of an item of furniture.</p> <p>Cover does not extend to include breakage of other materials such as porcelain, marble, granite, fibreglass, polymarble or ceramics.</p>
<p>Campus cover Contents cover We will pay up to a maximum of \$2,000 for any one item, \$5,000 in total for your contents following loss or damage caused by an insured event whilst your contents are contained in a residential lockable room where you are residing within any student campus located in Australia.</p> <p>Contents cover limits apply as shown on page 34.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✗ loss of or damage to cash or negotiable instruments, jewellery of any kind, watches, gems, gold, silver or any other precious metal; ✗ theft from common areas or open air; ✗ theft without signs of forcible entry; ✗ any amount that we have agreed to pay for under the Additional benefit: Temporary removal of contents on page 46.

✗ **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Clean up costs Home and/or contents cover When your contents are lost or damaged due to theft, we also will pay the cost of cleaning up:</p> <ul style="list-style-type: none"> • any mess left inside your home by the persons responsible for the theft; • the debris left after police forensic testing. <p>If your home is insured, we will clean up graffiti and repair damage caused during the process of police forensic testing.</p> <p>In addition to the sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home and/or contents sum insured, whichever is applicable.</p>	
<p>Contents while in storage Contents cover If your contents have been removed from the property address, and are in storage, we will pay for loss or damage to your contents caused by an insured event which happens during the period of insurance, but only if you tell us beforehand and we agree to cover them.</p> <p>The most we will pay for this additional benefit for any one claim is the contents sum insured.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ loss of or damage to cash or negotiable instruments, jewellery of any kind, watches gems, gold, silver or any other precious metal; ✕ storage of contents beyond 60 consecutive days commencing on the first day of storage, or extending beyond the period of insurance shown on your certificate of insurance.

✕ **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Contents in transit</p> <p>Contents cover If you are moving to a new permanent address in Australia, we cover you for loss or damage to your contents caused by an insured event occurring during the period of insurance while at the old address or the new address for 14 days from the date you begin to move if you tell us about the move beforehand.</p> <p>We will also cover your contents for loss or damage which happens during the period of insurance as a result of fire, flood, collision or overturning of the conveying vehicle during their transport to your new permanent residence in Australia.</p> <p>The most we will pay for this additional benefit for any one claim is the contents sum insured.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> × damage sustained during loading or unloading of the conveying vehicle; × loss of or damage to cash or negotiable instruments.
<p>Contents in a safe deposit box</p> <p>Contents cover We will cover loss or damage caused by an insured event to your contents whilst your contents are located in a safe deposit box at a financial institution.</p> <p>The most we will pay for this additional benefit for any one claim is 10% of the contents sum insured.</p> <p>Contents cover limits apply as shown on page 34.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> × loss of or damage to cash or negotiable instruments.

× **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Credit card misuse Contents cover If your contents are shown as covered on your certificate of insurance we will pay up to \$1,500, if a credit card or financial transaction card is lost or stolen anywhere in Australia and someone other than:</p> <ul style="list-style-type: none"> • you; or • someone living at the property address, <p>illegally uses them to steal money from your account or buy goods for which you become liable.</p>	<p>We will not pay if:</p> <ul style="list-style-type: none"> ✕ a person misused the credit or financial transaction card because they found or had access to your personal identification number or other access details; or ✕ you did not notify the financial institution or credit provider within 24 hours of the credit or financial transaction card being discovered lost or stolen; or ✕ the financial institution or credit provider provides indemnity for any loss; or ✕ you broke the terms and conditions under which the credit or financial transaction card was issued.
<p>Damage caused by emergency services Home cover We will pay up to \$1,000 to repair damage to your home caused by emergency services during the process of gaining entry to your home.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ any amount unless the emergency service attendance was in response to loss or damage caused by an insured event for which we have agreed to pay.
<p>Demolition and redesign costs Home cover If your home has to be rebuilt or repaired after damage caused by an insured event, we will pay the reasonable cost of:</p> <ul style="list-style-type: none"> • survey work; • design work; • related legal work; • exploratory work necessary to locate the cause of the damage; • demolition. <p>In addition to the home sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home sum insured.</p>	

✕ **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Emergency and alternative accommodation</p> <p>Home cover If your home was owned and occupied by you immediately prior to it being damaged by an insured event rendering it unfit to live in, we will pay for your:</p> <ul style="list-style-type: none"> • reasonable emergency accommodation for up to 14 days; and • alternative accommodation (limited to the rentable value of your home immediately prior to the damage occurring), until your home is fit to live in. <p>In addition to the home sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home sum insured.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ alternative accommodation for more than 12 months from the time the damage occurred.
<p>Funeral expenses</p> <p>Home and contents cover We will pay up to \$5,000 to assist you with funeral expenses if you or a member of your family die as a result of an insured event described on pages 16 to 22, and we have agreed to pay your claim.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ death resulting from an event that occurred away from the insured address; ✕ death occurring more than 90 days after the event that caused it.

✕ **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Inflation protection at renewal</p> <p>Home cover When your policy is due for renewal, we will increase your building sum insured to allow for any increase in building costs. We will use industry home building cost guides as a reference.</p> <p>Contents cover When your policy is due for renewal, we will increase your contents sum insured to allow for additional items you might buy during the period of insurance and for increases in the replacement cost of contents.</p> <p>Your certificate of insurance at renewal will show the building and/or contents sum insured and the premium applying.</p>	
<p>Loss of rent</p> <p>Home cover If you did not occupy the home, and it was with our prior knowledge rented to others immediately prior to it being damaged by an insured event rendering it unfit to live in, we will pay you the net loss of rental income (limited to the rentable value of the home immediately prior to damage) until the home is fit to live in.</p> <p>In addition to the home sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home sum insured.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✗ loss of rent for more than 12 months from the time the damage occurred.

✗ **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Peace of mind protection</p> <p>Home cover If the sum insured does not fully cover the repair or rebuilding of your home at the time of any claim for loss or damage as a result of an insured event that we have agreed to pay, we will:</p> <ul style="list-style-type: none"> • Increase the sum insured by the current annual inflation protection adjustment at the time of the loss or damage. 	
<p>Professional documents</p> <p>Contents cover We will cover up to \$1,000 to replace, restore or reproduce professional documents lost or damaged as a result of an insured event.</p>	
<p>Re-key, recode or replacement of locks</p> <p>Home cover If you are the owner-occupier of the insured home, we will pay up to \$500 to re-key, recode or replace locks if:</p> <ul style="list-style-type: none"> • a key for any external door of your home is stolen anywhere in Australia; and • you have reported the theft to the police; and • the keys had your property address or other identifying information with them. <p>No excess is applicable to this additional benefit.</p>	

x **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Removal of debris Home and/or Contents cover If your home and/or contents are damaged by an insured event we will pay for the reasonable costs of removing the debris.</p> <p>In addition to the sum insured, the most we will pay for this additional benefit for any one claim is 10% of the home and/or contents sum insured, whichever is applicable.</p>	
<p>Special occasion gifts Contents cover We will automatically increase your sum insured to cover gifts you have purchased for a special occasion. For example, this covers gifts bought for a family wedding or gifts bought for the Christmas season.</p> <p>Contents cover limits apply as shown on page 34.</p> <p>We will pay up to \$1,000 in addition to your contents sum insured if a total loss occurs as a result of an insured event.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ loss of or damage to cash or negotiable instruments or mobile phones.

✕ **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Storage of contents after an event</p> <p>Contents cover If the home in which your contents are contained is damaged by an insured event rendering it unfit to live in, then we will pay the reasonable charges to remove and store your contents until you have found another place to permanently reside or until the home is fit to live in, whichever is the sooner.</p> <p>We will also pay for returning the contents to your home.</p> <p>In addition to the contents sum insured, the most we will pay for this benefit for any one claim is 10% of the contents sum insured.</p> <p>We will also pay up to the remaining contents sum insured for any additional loss or damage to your contents caused by an insured event while they are at the place of storage.</p> <p>Contents cover limits apply as shown on page 32-34.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ loss of or damage to cash or negotiable instruments, jewellery of any kind, watches, gems, gold, silver or any other precious metal.
<p>Storm damage to pool and/or spa covers</p> <p>Home cover We will pay up to \$500 for loss or damage to your pool or spa cover or liner as a result of a storm.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ any amount where we have not agreed to pay for storm damage to other parts of your home arising from the same event; ✕ loss or damage to your pool or spa cover or liner that is more than 5 years old.

✕ **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Temporary removal of contents Contents cover We will cover your contents for loss or damage caused by an insured event while they are on your person or located in any dwelling within Australia where you are temporarily residing.</p> <p>We will pay up to 20% of the contents sum insured for any one claim for such loss or damage.</p> <p>Contents cover limits apply as shown on page 34.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ contents outside Australia; ✕ loss of or damage to cash or negotiable instruments; ✕ loss or damage while on your person or in transit caused by theft, storm, flash flood and stormwater run-off, tsunami, vandalism, malicious or intentional damage or impact; ✕ contents temporarily removed for a period exceeding 30 days.
<p>Theft of purchased water Contents cover We will pay up to \$200 for theft of your water supply stored in an outdoor water tank.</p> <p>No excess is applicable to this additional benefit.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ✕ where you have not reported the theft to the police; ✕ for theft of water without signs of forced entry to your insured property.
<p>Uninsured visitor's contents Contents cover We will pay up to \$500 for uninsured visitor's contents at the insured address if the loss or damage is caused by an insured event.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✕ cash or negotiable instruments; ✕ mobile phones; ✕ jewellery; ✕ laptop computer and computer accessories; ✕ visitor's contents insured under any other insurance.

✕ **Not covered**

Additional benefits we provide for you

What is covered	What is not covered
<p>Emergency Home Assist Home and/or Contents cover</p> <p>We provide you with the following benefits if this policy is current at the time when an emergency happens. We do not charge you for these benefits.</p> <p>In the event of an emergency our support team are there to assist you 24 hours a day. Simply call 1800 800 552.</p> <p>Immediate help in the event of an emergency:</p> <ul style="list-style-type: none"> • where possible you will be advised of simple measures that you can take to minimise damage; • we will consult a unique computerised listing, to find the trades person you need; • we advise you of the name of a locally available trades person and their call out charge and where possible an estimate for the cost of the whole job. If you feel the price quoted is too high, we will locate an alternate trades person/supplier; • wherever possible we prefer to use local trades persons, as they generally provide a quick, reliable service; • if you want the trades person to call on you, we will make those arrangements and let you know what time they are expected to arrive; • we will check back with you to make sure the problem has been solved to your satisfaction. <p>Who pays for the repairs?</p> <p>Initially you do, however if the damage relates to an insurance claim simply include the repair account and receipt with your completed claim form for our consideration.</p>	<p>×The Emergency Home Assist service can only be used as an emergency service. If you require a trades person for general maintenance or non-emergency work, you should consult a local services directory or the Yellow Pages.</p>

× **Not covered**

Optional covers for extra peace of mind

The covers outlined in this section are optional and do not apply unless you have asked for them and we agree to cover you. Additional premiums apply for each cover. Your certificate of insurance will show which covers operate. All optional covers are subject to the terms and conditions of this policy.

What is covered	What is not covered
<p>Motor burnout Home and/or contents cover If the wiring of a domestic electric motor that forms part of your insured home and/or contents burns out, then we will pay you the cost of repairs or replacement of the electric motor, whichever method is the most economical.</p> <p>We will pay for:</p> <ul style="list-style-type: none"> • re-gassing if the electric motor is inside a sealed refrigeration or air-conditioning unit; • a swimming pool water pump if it is combined with its electric motor, if the replacement pump motor cannot be bought on its own; • labour and installation costs and call out fees. <p>Spoilage of refrigerated/frozen goods Contents cover When motor burnout option is added to your contents cover, we also cover foodstuffs and other goods that have spoiled as a result of:</p> <ul style="list-style-type: none"> • a motor in a refrigerator or freezer burning out or fusing; or • the failure to supply electricity by any public electricity provider. <p>The most we will pay for food spoilage is \$500.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✗ any motor or sealed unit over 10 years old; ✗ any equipment, component or apparatus that is not an electric motor; ✗ a motor covered by a guarantee or warranty; ✗ a motor used in any business; ✗ any printed circuit board; ✗ cost of removing and replacing a submersible pump; ✗ loss or damage to a refrigerator or freezer caused by spoiled food; ✗ spoiled goods where the refrigerator or freezer is over 10 years old; ✗ spoiled goods caused by the tripping of a safety switch unless caused by an Insured Event.

✗ **Not covered**

Optional covers for extra peace of mind

What is covered	What is not covered
<p>Advanced cover Home and/or contents cover In addition to insured events cover, advanced cover also covers you for accidental damage to:</p> <ul style="list-style-type: none"> • your home when it is insured by this policy, and • the contents described below when contents are insured by this policy: <ul style="list-style-type: none"> • indoor and outdoor furniture; • furnishings, household decorative items, works of art, wall hangings and household ornaments; • glass forming part of a picture tube or screen of a television or visual display unit, a radio or clock, vase, ornament or lamp; • kitchen, dining room, lounge room, bedroom and bathroom ware and floor carpets; • household and domestic electrical and electronic goods, personal computer equipment and associated hardware, <p>caused by any event not excluded by this policy, provided the damage occurred during the period of insurance while located within the entirely enclosed and lockable part of your home, apart from outdoor furniture that may be located in the open air.</p> <p>Plus, for extra peace of mind, advanced cover also covers you for loss or damage to your home or contents caused by motor burnout.</p> <p>We pay for loss or damage in the same way and in the same amounts as we do under insured events cover. This means any limitations as to the type of damage or the amount we pay as set out in those sections apply equally to a claim under this optional cover.</p>	<p>Accidental loss or damage caused:</p> <ul style="list-style-type: none"> ✗ by the events or circumstances set out in section <i>When you are not covered</i> on pages 59 to 61; ✗ by any insured event other than to the extent provided for in this policy; ✗ by tenants; ✗ to your home or contents if your home is let to tenants; ✗ by renovating or reconstruction of your home; ✗ by power surge unless caused by an insured event at the property address; ✗ by mechanical, electrical or electronic breakdown or failure other than the cover provided by the motor burnout option; ✗ by cracking, chipping or breakage of glass, glassware or china ordinarily carried by hand while in use; ✗ by minor dents, scratching or chipping to property such as walls, roofs, floors, benches or furniture; ✗ by scorching by a cigarette, cigar, pipe, tobacco, ash or other substance, or where fire or heat was required as part of the process; ✗ to swimming pools, outdoor spas and associated equipment including covers and liners except that damage as covered by insured events cover or as allowed under any Additional benefit; ✗ if your home was deemed to be unoccupied at the time the accidental loss or damage occurred, this does not apply for motor burnout.

✗ **Not covered**

Optional covers for extra peace of mind

Group and/or selected personal items cover

Cover is provided for accidental loss or damage of the insured items in Australia or New Zealand or while in transit between the two countries during the period of insurance if you have insured items under group cover or selected personal items cover.

Group cover

By selecting one choice from the following range of sum insured limits available and paying an additional premium, you can choose to increase cover for your personal items included in the groups on the next page. This is a form of blanket cover over this group of personal items that do not need to be individually specified. If you choose this option it will be shown on your current certificate of insurance.

Option	Maximum sum insured for any one item	Maximum overall sum insured
1	\$250	\$1,000
2	\$500	\$2,000
3	\$750	\$3,000
4	\$1,000	\$4,000

Selected personal items cover

For an additional premium you can increase your cover on personal items included in the groups on the next page by having them separately listed as selected personal items with their replacement value on your certificate of insurance.

Our claim settlement options are detailed on page 31 under the heading of "Settling your claim".

Optional covers for extra peace of mind

Selected personal items cover

What is covered	What is not covered
<p>We will pay for:</p> <ul style="list-style-type: none"> • bicycles and their accessories; • binoculars and telescopes; • blankets, travel rugs, towels; • cosmetics, toiletries, hairdryers, shavers; • CDs, DVDs, audio and video tapes, records, computer discs, game cartridges and consoles; • firearms; • leather jackets, coats and furs; • handbags, briefcases, purses, wallets, suitcases, knapsacks and other travel bags; • hearing aids, medical aids, dentures, non motorised wheelchairs, walking sticks and crutches; • jewellery (not uncut or unset gems); • laptop computers not used for business; • musical instruments; • photographic equipment; • portable music systems; • prams, strollers and other baby carriers; • prescription sunglasses and spectacles; • saddles; • sewing machines; • sporting equipment excluding clothes; • watches. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✗ motorised bicycles or motorised scooters; ✗ musical instruments, firearms and sporting equipment (including fishing gear) while being used for their designed purpose except lawn bowls; ✗ watercraft and their spare parts and accessories; ✗ damage to firearms caused by rusting, derangement, explosion or bursting of a barrel; ✗ any unregistered firearm or firearm not stored in accordance with relevant law; ✗ glass in camera lenses, watches, clocks, or scientific instruments, unless other parts of the item are damaged in the same accident; ✗ items or equipment: <ul style="list-style-type: none"> • undergoing cleaning or repair; • while on hire from you; • while on loan to someone other than any person usually living at your home except when the loss or damage is caused by fire or theft following forcible and violent entry to a home. ✗ items or equipment where loss or damage has been caused by: <ul style="list-style-type: none"> • the action of light, atmospheric conditions or variations or extremes of temperature; • lack of maintenance or gradual deterioration due to any cause; • or resulting from mechanical, electronic or electrical breakdown or failure, overwinding, derangement or inherent defect; • the events or circumstances set out in section <i>When you are not covered – general exclusions</i> on pages 59 to 61. ✗ any contents items used for a business purpose.

✗ **Not covered**

Optional covers for extra peace of mind

What is covered	What is not covered
<p>Pet cover</p> <p>Contents cover We pay for the reasonable costs of veterinary treatment for accidental injury or illness suffered by your pet dog or cat identified on your certificate of insurance which happens during the period of insurance.</p> <p>The maximum we will pay for each pet is \$500 in total less the pet excess, arising out of any one injury or illness.</p> <p>Any claim made for a benefit under this optional cover must be supported by a veterinary certificate completed by the attending veterinary surgeon. This certificate forms part of the RACQ Pet Insurance Claim Form. The cost, if any, for the completion of the certificate is not payable under this optional cover.</p> <p>The excess payable for each claim under this section is \$50 and if your certificate of insurance shows an additional pet excess then these excesses will be added together.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ✗ costs or expenses relating to or resulting from the loss or death of your pet dogs or cats or their becoming lost; ✗ routine, elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing; ✗ treatment of an illness(es) or disease(s) that pre-existed the commencement of this optional cover; ✗ treatment of congenital <ul style="list-style-type: none"> • defects • abnormalities ✗ treatment of injury or illness arising from or connected with a business, occupation or sporting event (excluding dog and cat shows) or animal hunting event; ✗ treatment of a pet that does not permanently reside with you.

✗ **Not covered**

Optional covers for extra peace of mind

What is covered	What is not covered
<p>Flood and storm surge This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance.</p> <p>Home and/or contents cover We cover you for loss of or damage to your home or contents caused by flood or storm surge which happens during the period of insurance at the property address.</p> <p>We will pay up to the:</p> <ul style="list-style-type: none"> • home sum insured, if your home is insured; • contents sum insured, if your contents are insured for damage caused by flood or storm surge. <p>We will pay for loss or damage in the same way and in the same amounts as we do under insured events cover.</p>	<p>We will not pay for loss or damage to:</p> <ul style="list-style-type: none"> × paths, driveways, paving, retaining walls(whether or not part of the home), tennis courts or other playing surfaces; × shade or sail cloth; × fabric awnings, swimming pool and spa covers or liners and the like; × glasshouse whether or not constructed principally of glass; × water in swimming pools or spas; × your property during the first 48 hours of the initial period of insurance of this policy unless we have issued it to you: <ul style="list-style-type: none"> • in conjunction with your signing a contract to purchase the home; or • to replace a policy with us or another insurer from the date and time that other policy expired.
<p>Landlord's fixtures and fittings Home cover Under this cover, you can insure landlord's:</p> <ul style="list-style-type: none"> • floor coverings; • light fittings; • window coverings; and • other fixtures and fittings. <p>We will pay up to the specified sum insured, for loss or damage to the fixtures and fittings specifically listed on your certificate of insurance caused by an insured event and:</p> <ul style="list-style-type: none"> • Motor burnout; or • Flood and storm surge which happens during the period of insurance, if they are shown as covered on your certificate of insurance. 	

× **Not covered**

Optional covers for extra peace of mind

What is covered	What is not covered
<p>Mortgagee's interest in a home unit</p> <p>We will pay the mortgagee shown on your certificate of insurance if the mortgagee makes a claim on your policy because of loss or damage caused by an insured event during the period of insurance for which we would extend indemnity to you.</p> <p>The most we will pay the mortgagee at the time of loss or damage is:</p> <ul style="list-style-type: none"> • the amount secured by the mortgage at the time of the loss or damage, but not exceeding the sum insured; • the lesser of the sum insured shown on your certificate of insurance, or the cost of rebuilding or repairing your property. <p>If we pay the mortgagee, then the rights of the mortgagee under the mortgage are assigned to us.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> × legal liability.

× **Not covered**

Legal liability insurance

What is covered

When your home is insured

If home is shown as covered on your certificate of insurance, we cover you for your legal liability as owner or owner-occupier of your home to pay compensation for death, bodily injury or loss of or damage to property resulting from an accident which:

- happens during the period of insurance; and
- arises or occurs within the home or within the domestic boundaries of the property address on which it stands.

When your contents are insured

If contents are shown as covered on your certificate of insurance, we cover you and any person who permanently resides with you at the property address, other than a boarder, for your or their legal liability (other than as owner of a home or owner-occupier) to pay compensation for death, bodily injury or loss of or damage to property resulting from an accident which:

- happens during the period of insurance; and
- occurs within Australia.

If:

- you own a home unit in which the insured contents are located and the body corporate has insured your unit for legal liability resulting from death, bodily injury or damage to property, we will also cover you for your legal liability as owner or owner-occupier of that unit to pay compensation for death, bodily injury or loss of or damage to property resulting from an accident which:
 - happens during the period of insurance; and
 - arises or occurs within the unit or on common area adjacent to the unit, but only to the extent that such liability is not covered by the insurance taken out by the body corporate;
- if you are a tenant we do cover your legal liability arising from damage to a home or home unit you are renting if contents are shown as covered on your certificate of insurance, but only if the damage is caused by insured events fire or bursting, leaking, discharging or overflowing of liquids.

Legal liability insurance

What is not covered

We will not pay for any amount that exceeds \$20,000,000 for legal liability less any applicable excess, regardless of the number of claims arising out of any one accident. The amount also includes all legal costs.

We will not pay for legal costs you incur unless such costs are incurred with our prior written approval.

If we pay out the maximum amount for loss or damage to the home or contents less any applicable excess, the cover for legal liability ceases from the date of the final payment.

We do not cover you as owner-occupier or any person who resides with you at the property address for legal liability arising from:

- death or bodily injury to you or them;
- loss of or damage to property owned by you or them;
- damage to property in your or their physical or legal control;
- fines, penalties or punitive, exemplary or aggravated damages or the costs associated with the enforcement of any law or regulation relating to any kind of emission, effluent or pollution.

We do not cover you or any person for legal liability caused by, through or in connection with:

- the ownership or occupancy of any building or land other than a home (and its domestic land) insured by this policy;
- the ownership or occupancy of a home unit, other than to the extent provided for in this section when the contents of that home unit are insured by this policy;
- your or their use, ownership or control of a vehicle (other than a bicycle, golf buggy, wheel chair, or ride on mower or other garden appliance, which is not registered, nor required by law to be registered);
- an aircraft other than a model aircraft;

Legal liability insurance

What is not covered

- any watercraft other than a sailboard, surfboard, canoe, kayak, rowing boat, non motorised surf ski or hand held flotation device or model boat;
- aircraft landing areas;
- any business you or they are engaged in or associated with;
- tree lopping or felling by you or any person acting with your or their express or implied consent;
- a home under construction;
- alterations, additions, repairs or decorations to your home, where the total cost of such work exceeds \$50,000;
- the transmission of any communicable disease or infection;
- illness or disease caused by asbestos;
- ownership of a boarding house;
- any breach of building regulations such as a requirement to install smoke detectors;
- failing to provide a swimming pool fence, child resistant barrier or gates and doors that restrict access to the pool or spa as required by law;
- the ownership or control of a pet, domestic animal or livestock, unless reasonable steps were taken to comply with relevant legislation;
- an agreement including a rental agreement, unless the liability would have been incurred without the agreement existing;
- libel or slander;
- bodily injury to or death of any person to the extent that you or they:
 - are deemed to be employed by you for the purposes of the relevant workers compensation legislation or are injured in circumstances where their employment or deemed employment with you give rise to workers compensation exposure on your behalf or on behalf of your workers compensation insurer;

Legal liability insurance

What is not covered

- are entitled to indemnity for such liability under any fund, scheme, policy or insurance or self insurance arrangement created, issued pursuant to or required by any law relating to workers' or employees' compensation; or
- would have been entitled to such indemnity if you had complied with your obligations pursuant to such law.
- any law relating to workers' or employees' compensation;
- any law relating to employment practices, including discrimination, equal opportunity and unfair or wrongful dismissal;
- the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination;
- any contract of employment or workplace agreement;
- if your home was deemed to be unoccupied at the time the loss or damage or injury occurred.

When you are not covered – general exclusions

These general exclusions apply to all sections of your policy. We will not pay for loss or damage or the incurring of a legal liability caused by:

Exclusions	When you are not covered
actions of the sea	<ul style="list-style-type: none"> ✗ actions of the sea but we will cover: <ul style="list-style-type: none"> • Tsunami; • Storm surge (if the optional cover Flood and Storm surge applies to your policy).
an event outside the period of insurance	✗ any event or accident that occurs outside the period of insurance shown on your certificate of insurance.
birds	✗ birds, except glass breakage to windows and doors.
breaking the law	<ul style="list-style-type: none"> ✗ failure to comply with applicable laws and regulations; ✗ any failure to comply with any legislation relating to firearms; ✗ the supply or consumption of alcohol or drugs; ✗ your or their acts or omissions occurring during the course of any criminal or illegal act; ✗ the intended results of any act or omission by you or them or the results of any reckless or malicious act committed or omitted by you or them.
business activity	✗ any business being conducted at the property address, except a business conducted from a home surgery or home office.
consequential loss	✗ any loss or additional expense arising indirectly from an event that is covered by this policy.
confiscation	✗ confiscation, nationalisation or requisition of property by any government or local authority.

✗ **Not covered**

When you are not covered – general exclusions

Exclusions	When you are not covered
computers, data	<ul style="list-style-type: none"> ✗ failure of any computer program or electronic system to process any form of data including day or date functions properly and accurately; ✗ the loss of data or information however kept or stored; ✗ a computer virus; ✗ computer hacking.
defective or faulty workmanship	<ul style="list-style-type: none"> ✗ the inherent defect or defective or faulty workmanship, design or manufacture.
deliberate acts	<p>By:</p> <ul style="list-style-type: none"> ✗ any person who enters the home or home unit at the property address with your express or implied consent or that of a person you have given permission to invite people onto your property address; ✗ you or a person residing with you including a family member or boarder or a person acting with the express or implied consent of you or those persons; ✗ a tenant, any person residing with a tenant or any person who enters your home, home unit or the property address with the express consent or implied consent of a tenant or any person residing with a tenant.
erosion, landslide	<ul style="list-style-type: none"> ✗ erosion, landslide, subsidence, earth movement (except earthquake), earth shrinkage or expansion no matter how caused.
failing to take care of the home or contents	<ul style="list-style-type: none"> ✗ failure to maintain the home and its contents in good condition.
fraud	<ul style="list-style-type: none"> ✗ fraud or attempted fraud including: <ul style="list-style-type: none"> • the passing of valueless cheques or negotiable instruments; or • promises that are not subsequently honoured.

✗ **Not covered**

When you are not covered – general exclusions

Exclusions	When you are not covered
loss not attributable to any identifiable event	✗ property being lost when its loss is not attributable to any identifiable event or which has been misplaced.
radioactivity	✗ radioactivity or the use, existence or escape of nuclear fuel, material waste or action of nuclear fission.
seepage, pollution	✗ seepage, pollution or contamination by any substance no matter how caused.
terrorism, war	<p>✗ an act of terrorism directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination caused by the aforementioned;</p> <p>✗ war or other acts of a foreign enemy (whether war is declared or not) or revolution.</p>
trees, shrubs or plant roots	✗ the actions of trees, shrubs or plant roots.
vermin, termites or insects	✗ vermin, termites or insects.
watercraft	<p>✗ using or owning any watercraft unless:</p> <ul style="list-style-type: none"> • it is a sailboard, windsurfer, surfboard, canoe, kayak, non-motorised surfski, waterski or remote-controlled model watercraft.
wear, tear, rust, mould	✗ wear, tear, rust, corrosion, rot, mould, action of light or atmospheric or climatic conditions including damage caused by wind, rain or sand happening over an extended period of time.

✗ **Not covered**

Important information about the cost of this policy

How we calculate your premium

Rating criteria	Affect on premium
Sum insured of the home and contents	The amount of sum insured chosen for the home and contents will impact on the premium level. A higher sum insured generally means an increased premium.
Construction of the home	The type of construction and the materials used will have an effect on the frequency and cost of claims. For example: tile roofs may be more susceptible to storm damage.
Location of the home and contents	The location of the home and contents may influence the likelihood of theft and burglary claims and susceptibility to natural perils.
Age of the home	The age of the home can affect the general condition and maintenance level of the home which can impact on the frequency and cost of claims.
The amount of excess	A higher excess will reduce the amount of premium you pay.
The type of options chosen	The more optional covers chosen the higher the premium you pay.

Important information about the cost of this policy

How your premium can change

Action	Your premium may increase if:	Your premium may decrease if:
You change your sum insured	You increase your sum insured.	You decrease your sum insured.
You change where you live	You move into an area with a high crime rate or increased risk of storm, flood or cyclone.	You move into an area with a low crime rate or reduced risk of storm, flood or cyclone.
You change the options on your policy	You add motor burnout option.	You remove the motor burnout option.
You change your excess	You elect to take a nil or lower excess.	You elect to take a higher excess.

Important information about the cost of this policy

Policy costs and charges

Excess	<p>When you make a claim and you are required to pay an excess to us, we tell you when to pay that excess, how to pay it and we may direct you to pay it to a third party on our behalf. In some cases we may deduct the excess from the amount we pay you.</p> <p>When loss or damage occurs to both your home and contents because of the same insured event, you will only be required to pay one excess. If the excesses are different, you will have to pay the higher excess.</p> <p>The total amount payable for loss or damage caused by earthquake during any period of 48 consecutive hours will be reduced by the amount of the Earthquake excess shown on your certificate of insurance.</p> <p>In addition to any other excess that may apply, an excess will apply to a claim for theft of:</p> <ul style="list-style-type: none">• contents, including specified contents items;• property insured under Group and/ or Selected personal items cover, when the words burglary and theft excess appear on your certificate of insurance followed by the amount of excess applicable. <p>Direction to pay excess</p> <p>In the case of a repair or the supply of goods or services, unless we advise you otherwise, you are required to pay the excess, if any, to the repairer or supplier as our agent. Your appointment as our agent is for the sole purpose of paying to the repairer or supplier the excess which you owe us.</p> <p>There may be more than one excess that applies.</p> <p>The applicable excess or excesses are shown on your certificate of insurance.</p>
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Important information about the cost of this policy

Policy costs and charges

Cancellation fee	<p>If you cancel your policy during the period of cover (apart from the 21 day cooling-off provision) and you have paid an annual premium then the refund will be calculated on a pro rata basis for the unexpired period of cover less 10% for administrative costs (a maximum fee of \$80.00 would apply with a minimum fee of \$10.00 when the pro rata cancellation refund is under \$100.00).</p> <p>There is no refund if you have been paying monthly.</p>
Pay by the month	<p>If you choose to pay by the month using the direct debit method, an annual fee of \$48.00 may apply which equates to \$4.00 per month.</p> <p>Please note our premium discounts do not apply to such fees.</p>
Claims costs that you may bear	<p>Where a claim is made that would otherwise be covered by your policy, but the claim amount (as assessed by us) is less than the excess you have to pay, we will not manage those claims.</p> <p>For example: The cost to repair the broken glass in your window is \$75.00. However your basic excess is \$100. In this scenario, as the cost of your claim is less than the basic excess amount, we would not manage your claim.</p>

Claims information and requirements

How to make a claim

If your home and/or contents suffer loss or damage, or an accident happens that might lead to a claim simply call us on 13 7202 or go into any RACQ Branch.

Our consultants are available to help you 24 hours, 7 days a week. We will explain the claim process and advise you of what you need to do to assist the efficient progress of your claim.

In most cases a claim form is not required. You will be provided with one if it is required.

If you are registered for Goods and Services Tax (GST), you must provide us with your Australian Business Number (ABN) and Input Tax Credits (ITC) percentage before your claim can be lodged.

What you must do

If an accident happens that might lead to a claim, you must:

- do everything you reasonably can to limit the loss or damage and prevent further loss or damage occurring;
- immediately tell the police if a criminal act might be the cause of the loss, damage or theft and co-operate with us and relevant authorities in prosecuting the alleged offender;
- immediately send us any correspondence you receive about the claim. This includes telling us if you became aware of any pending court proceedings or offers of settlement;
- give us any information, written statements, evidence and help we may need in defending, prosecuting and investigating the claim. This may include:
 - asserting rights against any person nominated by us;
 - attending an interview with our assessor or investigator;
 - assisting any agents appointed by us such as solicitors;
 - attending court to give evidence.

Claims information and requirements

What you must do

- advise us of any impending prosecutions or inquest;
- keep damaged property for our inspection;
- tell us immediately if there is another insurance policy that provides the same cover for loss, damage or legal liability as this policy provides.

What you must not do

If you are making a claim you must not:

- carry out repairs or dispose of any damaged property unless we instruct you otherwise;
- admit liability to anyone;
- negotiate, pay or settle a claim with anyone.

What we may do

If an accident happens that causes loss or damage, or the incurring of a legal liability, we may:

- take over and conduct in your name or the name of any person entitled to cover under your policy, the defence or settlement of any claim. We have sole discretion in how the defence is conducted or a claim is settled;
- represent you or any person entitled to cover under your policy, at an inquest or official enquiry and undertake the defence in any court of any alleged offence in connection with an event covered by your policy.

Claims information and requirements

What can affect your entitlement

If you do not comply with any condition of your policy or certificate of insurance, it can affect how much we pay.

If the insured property is not kept in good condition and reasonable care is not taken to safeguard it from loss or damage, this may affect how much we pay.

If you or any other person makes a false or fraudulent claim, we can refuse to pay it. In either case we may also cancel the policy as permitted by law.

We do not have to accept a claim if your annual premium is overdue or if a monthly premium instalment is at least 14 days overdue.

Proof of ownership/value

In making any claim, you may be required to produce to us proof of having owned the property in question, an accurate description of the property and its value.

You should ensure that you obtain and keep regular written valuations for items of a unique nature such as jewellery, paintings, works of art or watches from a qualified, experienced and reputable valuer in Australia. Valuations should include a full detailed description of the property that would assist us to replace the item if necessary. In addition, photographs, receipts or accounts of purchase may well prove helpful to you should you need to make a claim.

Loss of no claim discount

Any claim lodged will result in the loss of any existing no claim discount. If the policy is renewed the no claim discount will be reinstated after a claim free 12 month period of insurance.

Adjustment for outstanding premium

If we pay the maximum amount for loss or damage to your home and/or contents, your policy ends automatically. You are not entitled to any refund of premium. If you have been paying by monthly direct debit instalments, we deduct from the payment an amount equal to the outstanding monthly instalments for the period of insurance shown on your certificate of insurance.

We take customer satisfaction seriously

If you have a complaint concerning this product, our services or a privacy issue:

Talk to us first

- The first thing you should do is call **13 7202** and speak to one of our staff;
- If your complaint relates specifically to a claim, speak with the claims officer handling your claim;
- If the staff member is unable to resolve your complaint to your satisfaction, you may ask to speak to a team leader or manager.

If you are still not satisfied:

Seek an internal review

- At your request the matter can be referred to our Internal Dispute Resolution Committee who will conduct a full review of your complaint and advise you of the committee's decision within 15 business days.

If you are still not satisfied:

Seek an external review

- RACQ Insurance is a member of a disputes resolution service, known as The Financial Ombudsman Service Limited. The service will not accept a dispute unless you have first tried to resolve it with us.
- If we do not resolve your dispute to your satisfaction, you can contact the service, which is set up to assist policyholders resolve their dispute. It is a free service to you and, although paid for by the general insurance industry, is a totally independent and impartial body. We agree to accept their determination as final.
- You can contact the service by:

Phoning: 1300 78 08 08 for the cost of a local call

Writing to:

The Financial Ombudsman Service Limited,
GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

Email: info@fos.org.au

The information is also available on our website:

www.racqinsurance.com.au

General conditions

The agreement between you and us

Your insurance cover is a legal contract between you and us. We agree to give you the insurance set out in the policy for the premium paid by you.

The contract includes:

- the information you provided to us when you purchased or varied the policy, and at each renewal;
- this PDS;
- the certificate of insurance.

The insurance is only for the cover for which you have a certificate of insurance and only for the period of insurance indicated on the certificate. It is also subject to the conditions contained in this policy and on the certificate of insurance.

If two or more persons are named as the insured on the certificate of insurance, each of them is responsible both individually and together for:

- the completeness and accuracy of information in any application forms, statements, claims or documents supplied by any one of them to us; and
- compliance with the conditions of this policy.

What you must do

You must:

- at your expense take all reasonable precautions to:
 - keep your home and contents in good condition;
 - protect the safety and security of any insured property;
 - prevent further damage or legal liability occurring.
- advise us in writing as soon as possible:
 - of any material change to the construction or use of your home;
 - if you begin to lease out your home if you have previously told us that you reside in it or it was unoccupied;
 - if you commence any business activities from your home;
 - of any physical changes in or around your home or contents which increases the risk of loss or damage occurring;

General conditions

What you must do

- of any criminal convictions that you or any person residing with you have had recorded against you or them.
- comply promptly with requirements of public authorities.

If you or any person insured by this policy does not tell us everything relevant or if you or they mislead us, we may:

- refuse to pay a claim or reduce the amount we pay; and
- cancel the policy; and
- if fraud is involved, we may treat this policy as if it never existed.

Payment of premium

The premium is the amount you pay to obtain the insurance cover. The certificate of insurance shows the amount of premium and whether you are paying annually in advance or by monthly direct debit instalments.

If you are paying:

- annually you must pay by the due date;
- by monthly instalments – you must pay each instalment by the due date.

Your agreement to pay additional premium

You agree to pay any additional premium resulting from a claim made under this policy between the time a premium notice inviting renewal of your policy is issued and the actual renewal date.

Non payment of premium

If you have not paid the premium by the due date shown on the certificate of insurance or the interim cover certificate, this policy will not come into force. In that case, you will have to reapply to us for insurance cover.

General conditions

Non payment of premium

If you are paying your premium by monthly instalments and any instalment payment is overdue for a period of at least 14 days, we may refuse to pay a claim.

If after payment of the first instalment, any subsequent instalment payment is overdue by a period of at least one month, your policy will be cancelled from the date the instalment was due to be paid. We will send a letter to your last known address advising you of the reason, effective date and time of such cancellation.

Policy comes into force

This policy comes into force on and from the first date of the period of insurance shown on the certificate of insurance or interim cover certificate issued to you, provided you have paid the annual or instalment premium shown on your premium notice.

Variation

You may ask us to change a provision of your policy. The change or addition takes place only when we confirm it in writing to you or endorse it on your policy or certificate of insurance, and you pay any additional premium that we require.

Waiver

A provision is only waived if we give you the waiver in writing.

Cancellation

By you

Apart from any rights you may exercise under the "Cooling-off period" provisions of this policy you may cancel your policy by advising us in writing. The cancellation takes effect on the date we receive your request, see page 65.

General conditions

Cancellation

By us

We may cancel your policy at any time as permitted by law after giving you notice in writing. We refund any premium paid less an amount for the period for which you were insured.

Avoidance

In some cases, we may avoid the policy from its inception if there is on your part fraud, misrepresentation during negotiations, failure to disclose information or other breaches of your policy as set out in the *Insurance Contracts Act 1984*.

Pay by the month option

You can arrange for your bank, credit union or building society to debit an automatic payment from your account each month. All you need to do is ensure you have enough money in your account to cover the payments. Your first payment will be deducted approximately 10 days after advising us of your account/credit card details. The second and subsequent payments will be deducted on your monthly payment date. (Two payments may be deducted in the first month, depending on your monthly payment date).

Where the due date falls on a non-business day in Sydney and Melbourne, we will debit the amount on the next business day. If you are uncertain when the debit will be processed to your account, you should contact your financial institution directly.

How to apply

If you would like to pay your RACQ Insurance premiums by the month, simply call us on 13 1905.

Renewal process

You will be sent a renewal certificate prior to the expiry of your policy so you can check the details. Monthly instalments will continue to be debited to your account unless you notify us in writing to vary these arrangements.

Pay by the month option

Important Information

You may cancel your direct debit request, stop or defer an individual debit amount by writing to us at Reply Paid 4, RACQ Insurance Limited, Pay by the month, Springwood Q 4127. We must receive your notification at least 14 days prior to the next due date to process your request in time.

Your direct debit amount may vary if you make any policy alterations.

If debits are returned unpaid by your financial institution we will either attempt to debit from your nominated account again or we will contact you to arrange another way of paying. We reserve the right to cancel the direct debit arrangement if 3 or more debits are returned unpaid by your financial institution.

The following terms and conditions apply when you elect to pay your premium by this direct debit method:

- if your bank account details change you will need to tell us not less than 14 days before your next monthly instalment is due;
- if your credit card details change you must contact us not less than 2 business days before your next monthly instalment is due;
- when you have paid the first instalment, insurance cover commences on and from the first effective date and time shown on your certificate of insurance;
- if any instalment payment is overdue for a period of at least 14 days, we may refuse to pay a claim;
- if an instalment of the premium remains unpaid for a period of at least one month, the policy is automatically cancelled.

On renewal you will be sent a notice prior to the expiry date of this policy. At that time, unless you need to make any changes, you need take no action as your policy will be automatically renewed.



RACQ Insurance products are sold only by
RACQ Operations Pty Ltd
ABN 80 009 663 414 and our network of
RACQ Insurance authorised representatives

To obtain a personalised premium quotation
please call 13 1905

RACQ Insurance Limited

ABN 50 009 704 152
AFS Licence Number 233082

2649 Logan Road, Eight Mile Plains, Q, 4113
Telephone (07) 3361 2444
www.racqinsurance.com.au

Exhibit 50

Household Insurance Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (SPDS) is dated the 25th October 2009 and applies to policies with a renewal date, on or after the 25th October 2009.

This SPDS should be read with the Household Insurance Product Disclosure Statement (PDS) GHHB2 07/08. These documents together with your certificate of insurance form the basis of your insurance cover.

This SPDS reflects changes since your last renewal. If you wish to obtain a full copy of the PDS, please:-

- visit our website www.racqinsurance.com.au
- call us on 13 1905
- visit one of our RACQ branches
- write to us on the address shown below.

Important Changes

RACQ Insurance has always aimed to maintain an industry low basic policy excess, unfortunately we have had to increase this excess to \$300. We are confident it remains competitive and unless your renewal certificate indicates otherwise the new basic excess will apply from the renewal date shown on your certificate of insurance.

Please note that the annual fee that may apply if you choose to pay your insurance by the month has been increased to \$60, which equates to \$5 per month. Your direct debit confirmation certificate will indicate any fee that applies to your policy and is no longer referred to in the Household Insurance Policy Product Disclosure Statement on page 65. Please remember that if you have more than one policy with RACQ Insurance and payment is collected from the one account, then only a single monthly administration fee applies.

For a quick, secure and convenient way to renew your insurance, go to www.racqinsurance.com.au where you will also find everything you need to know about our products, benefits and discounts. If you have any questions regarding your policy or about any of our products please call 13 1905 or drive safely to your local RACQ branch.

Thank you for your continued support. We trust you have enjoyed a high standard of service from RACQ Insurance and we look forward to helping you wherever we can.