



Statutory Declaration of  
Dominic James Dower  
Regarding NRMA Insurance  
General Claims Handling

QFCI

Date:

6/10/11

Jm.

Exhibit Number:

745

**Oaths Act 1867**

**Statutory Declaration**

**QUEENSLAND  
TO WIT**

I **Dominic James Dower** of NRMA Insurance, 189 Grey Street, Southbank in the State **Queensland** do solemnly and sincerely declare that:

- 1 I am employed by Insurance Australia Group Limited as the State Claims and Assessing Manager for NRMA Insurance in Queensland. I also have management responsibility for SGIO and SGIC claims operations in Western Australia and South Australia.
- 2 I provide this declaration in relation to the request by Commissioner Justice C E Holmes to Insurance Australia Group Limited dated 2 September 2011 in relation to the Queensland Floods Commission of Inquiry (**Commissioner's request**).
- 3 My response to the Commissioner's request is also made having regard to the further correspondence from Jayne Moynihan, executive director of Queensland Floods Commission of Inquiry to DLA Piper Australia dated 5 September 2011.
- 4 Exhibited to me at the time of swearing this Statutory Declaration is a bundle of documents marked with the initials DD in which the pages are consecutively numbered from 001 to 834. In this Statutory Declaration I will refer to individual exhibits in the form Exhibit DD [First Page] to [Last Page].
- 5 Exhibited to this Statutory Declaration as Exhibit DD 001 to 006 is a copy of the letter from Commissioner Justice C E Holmes to Insurance Australia Group Limited dated 2 September 2011.
- 6 Exhibited to this Statutory Declaration as Exhibit DD 007 to 009 is a copy of the letter from Ms Moynihan to DLA Piper Australia dated 5 September 2011.

**Background**

- 7 I have been employed by Insurance Australia Group Limited for approximately 25 years since approximately February 1986. As the State Claims and Assessing Manager I was responsible for the coordination of our operational response to the Queensland flood events. I reviewed all process documents that were created for the Queensland flood events.
- 8 Where I depose to matters not directly within my knowledge during the course of carrying out my responsibilities, I make this Declaration having reviewed the business records maintained by Us in respect of this matter and having made enquiries of relevant senior personnel. I refer to these records in this Declaration and, where appropriate, I have Exhibited relevant records.

- 9 The enquiries which I have made include:
- 9.1 in relation to call recordings, I made enquiries of our Telephony & Technology Manager;
  - 9.2 in relation to Dispute Resolution, I made enquiries of our Senior Manager, Customer Relations;
  - 9.3 in relation to claims lodgement, I made enquiries of our National Customer Contact Manager;
  - 9.4 in relation to the engagement of hydrologists I made enquiries of IAG's Senior Manager, Natural Perils Research.

#### **NRMA Insurance's Flood Cover**

- 10 NRMA Insurance is the trading name in Queensland, New South Wales, ACT and Tasmania of Insurance Australia Limited, a subsidiary of Insurance Australia Group Limited (IAG). IAG is a national insurance group which issues home and contents insurance policies under a variety of brands. Its policies provide cover for weather events including, bushfire, earthquake, storm, hail, wind, and cyclone.

#### **Insurance policies**

- 11 NRMA Insurance offered the following household insurance policies in Queensland at the time of the Queensland Flood Events:
- 11.1 Home Insurance Buildings and Contents<sup>1</sup> (**Home PDS**).
  - 11.2 Landlords Insurance<sup>2</sup> (**Landlord PDS**).
- 12 The same policy terms set out in a Product Disclosure Statement (PDS) have applied to these policies since 4 December 2004. The cover of the PDS was updated in November 2008 to reflect branding changes. The 2004 and 2008 versions of the PDSs were the only applicable versions of the Home PDS and Landlords PDS in market at the time of the Queensland Flood Events.
- 13 Exhibit DD 010 to 089 is a pro forma copy of the Home PDS.
- 14 Exhibit DD 090 to 166 is a pro forma copy of the Landlord PDS
- 15 Each of the above PDS' contained the following terms relevant to the damage caused by the Queensland Flood Events:

#### **Storm coverage (Home PDS p15):**

- If your home or contents suffer loss or damage caused by
- a violent wind, cyclone or tornado

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<sup>1</sup> 2004 PDS: Edition 1 (G009823 06/04)  
2008 PDS Edition 1 (G012824 09/08).

<sup>2</sup> 2004 PDS: Edition 1G010206 12/04 2008 PDS Edition 1 (G012825 09/08)

- thunderstorm or hail which may be accompanied by rain or snow, or
- a sudden, excessive run-off of water as a direct result of a storm in your local area

we will under contents insurance

- replace or repair your damaged contents we will under buildings insurance

we will under buildings insurance

- rebuild or repair that part of your home that was damaged
- rebuild or repair that part of any gate, fence or free-standing wall that was damaged by wind, unless

.. they were not kept in good order and repair, that is, they were not structurally sound or well maintained

#### **Storm coverage (Landlord PDS p18):**

If your Landlord buildings or Landlord contents suffer loss or damage caused by

- a violent wind, cyclone or tornado
- thunderstorm or hail which may be accompanied by rain or snow, or
- a sudden, excessive run-off of water as a direct result of a storm in your local area

we will under buildings insurance

- repair or rebuild those parts of your Landlord buildings that were damaged
- repair or rebuild that part of any gate, fence or free-standing wall that was damaged by wind, unless

.. they are not kept in good order and repair, that is, they are not structurally sound or well maintained

we will under contents insurance

- repair or replace your damaged Landlord contents

#### **Storm definition from glossary (Home PDS p71; Landlords PDS p63):**

Storm is a violent wind, cyclone, tornado, thunderstorm or hail which may be accompanied by rain or snow, or a sudden, excessive run-off of water as a direct result of a storm in your local area. It does not include persistent rain by itself.

#### **Storm surge definition from glossary (Home PDS p71 Landlord PDS 63):**

Storm surge is the increase in sea level that usually occurs with an intense storm or cyclone. Storm surge is not covered by this policy.

#### **Flood Exclusion (Home PDS p35)**

'What you are not covered for -

general exclusions

we will NOT cover

loss, damage, injury or death that occurs as a result of flood...

.. the sea, high water or tidal wave

.. the sea, high water or tidal wave'

### **Flood Exclusion (Landlord PDS p26)**

Flood is NOT covered under this policy. However, if your Landlord Buildings or Landlord contents are in either SA or WA you can choose to increase your cover to include flood.

### **Flood definition from glossary (Home PDS p70; Landlord PDS p61):**

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

### **Storm coverage exclusions (Home PDS p15):**

- we will not cover loss or damage caused by flood
- we will not cover loss or damage caused by storm for the first 48 hours of this Policy, unless
  - .. risk passed to you as purchaser of your home immediately before you took out this Policy, or
  - .. you signed a lease contract for your home immediately before you took out this Policy, or
  - .. your Policy commenced immediately after another policy covering the same risk expired, without a break in coverunder contents insurance
- we will not cover loss or damage caused by storm
  - .. to swimming pool or spa covers, or
  - .. to detachable coversunder buildings insurance
- we will not cover loss or damage caused by storm to retaining walls, or when water enters through an opening that was not created by the storm.

### **Storm coverage exclusions (Landlord PDS p18):**

- '- we will NOT cover loss or damage caused by storm for the first 48 hours of this Policy, unless
  - .. risk passed to you as purchaser of your home immediately before you took out this Policy, or
  - .. your Policy commenced immediately after another policy covering the same risk expired, without a break in cover
- we will NOT cover loss or damage
  - .. to swimming pool or spa covers or detachable covers, or
  - .. to retaining walls
- we will NOT cover loss or damage to Landlord buildings when water enters through an opening that was not created by the storm
- we will NOT cover loss or damage caused by flood *unless*
  - .. you have chosen the option for Flood Cover in SA or WA
- you will need to pay any excess that applies.'

## Claims Handling Obligations

- 16 The Insurance Contracts Act 1984 (Cth) requires that NRMA Insurance act towards its customers, in respect of any matter arising under or in relation to the subject policies, with the utmost good faith (see section 13). This obligation requires NRMA Insurance to act honestly, reasonably, and fairly in the assessment of a claim. This includes making a prompt admission of liability to meet a sound claim for indemnity and to make a prompt payment in satisfaction of that claim.
- 17 NRMA Insurance's obligations in processing and assessing claims when responding to catastrophes and disasters are set out in Part 4 of the General Insurance Code of Practice. They include responding to claims in a fast, professional and practical way and in a compassionate manner, including by developing internal processes for responding to such catastrophes and disasters.
- 18 The Code notes that, due to the large number of claims received during times of catastrophes and disasters, insurers may not be able to meet all claims handling provisions of the Code.

## Insurance claims

### Overview

- 19 NRMA Insurance received nearly 3,000 home and landlord claims in relation to the Queensland Flood Events. In addition, we received a significant number of event related claims in respect of other classes. In handling these claims:
- 19.1 The majority of assessments were completed within six weeks of obtaining access to sites affected.
- 19.2 All customers were reminded at lodgement that flood is not covered by their policy, but that the claim would be lodged for consideration.
- 19.3 Claims were paid in line with our policy coverage.
- 19.4 During the Queensland Flood events, 27 customers were provided with temporary accommodation on an ex gratia basis while we determined their claim and we carried out a number of emergency repairs to pool fences.
- 19.5 To date, we have finalised over 93.3% of accepted claims meaning that the majority of our customers' have received payments or building repairs have been completed. Of the remainder:
- 19.5.1 3.6% are in the process of being repaired by our preferred builders.
- 19.5.2 3.1% are claims where the customer is supplying further information or is selecting their own builder for repairs. In these cases most have already involved part payment.
- 20 Customers have continued to lodge claims as late as August.

## Processes and Procedures for handling Potential Flood Claims

- 21 NRMA Insurance has extensively documented processes for the handling of insurance claims and considerable experience dealing with catastrophic events (refer paragraphs 77, 78, 79 and 80 below).
- 22 However, given the scale and complexity of the Queensland Flood Events, NRMA Insurance developed specific processes to take into account indemnity issues and the specific needs of customers arising from these events (refer paragraphs 24, 25, 26 and 27 below).
- 23 Broadly, the claims determination process was as follows:
  - 23.1 Claims were lodged with frontline telephone consultants. Potential flood claims were lodged for consideration on a "without prejudice" basis (given flood was not covered under the Home PDS or Landlord PDS in Queensland). These customers were informed upfront that flood was not covered and that the property would need to be assessed via an onsite inspection to determine the cause of damage.
  - 23.2 Claims were assigned to a claims consultant who determined what further information was needed and made contact with the customer. Where the customer indicated that the property had been inundated by water, the claim was referred for assessment (refer paragraph x below)
  - 23.3 NRMA Insurance used the following information sources in making a determination on the claim:
    - 23.3.1 a customer's account of events;
    - 23.3.2 an on-site assessment (refer paragraph x below)
    - 23.3.3 aerial images taken during the flooding;
    - 23.3.4 river level data; and
    - 23.3.5 and a regional external hydrology assessment
  - 23.4 For those customers where the cause of damage was unclear, NRMA Insurance obtained additional hydrology reports specific to their street or property.
  - 23.5 If the claim was accepted, NRMA Insurance contacted customers to arrange to repair damage, replace damaged items or pay cash settlements.
  - 23.6 Any proposed claim denials were reviewed by a panel of claims managers to ensure all relevant information had been taken into account. That panel comprised the National Major Event Manager; Assessing Operations Manager - Qld & SA; Claims Operations Manager Qld & SA; Home Assessing Team Manager Qld; Home Claims Team Manager Qld; Claims Specialist Manager - Qld, SA, WA; and myself - State Manager, Claims & Assessing QLD, SA & WA.

23.7 – If the claim was denied, customers were advised over the phone in accordance with specific scripting as well as in writing and advised of next steps to take should they wish to dispute the decision.

24 The above claim process is illustrated in the flow chart set out on page 25.

25 Specific procedures were developed and communicated to claims staff by way of written process document entitled 'Qld HOME FLOOD Catastrophe Event (December 2010 – January 2011). Given the dynamic nature of these events, the process document was updated regularly to provide guidance to claims staff about how to respond operationally to these events and help our customers in the best way possible.

26 Exhibit DD 167 to 176 is the first version of the process document issued 13 January 2011

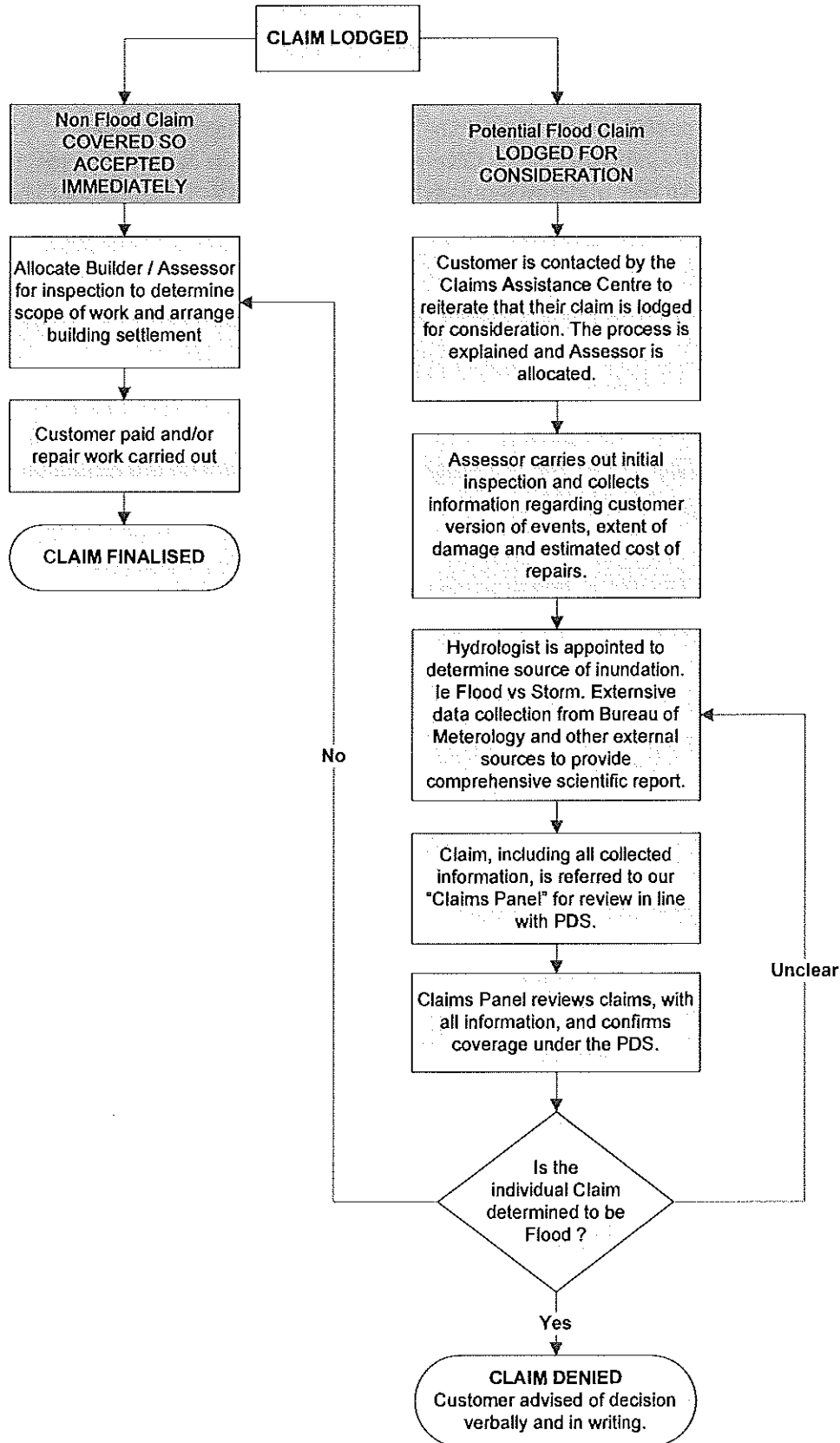
27 By way of further example:

27.1 Exhibit DD 177 to 188 is a version of the process document issued on 18 January when NRMA Insurance regained access to its South Bank claims site.

27.2 Exhibit DD 189 to 202 is a version of the process document issued on 5 February 2011 shortly after Cyclone Yasi made landfall.



## Queensland Flood Event - Claims Procedure



## **Staffing Levels, Training and Quality Assurance**

- 28 After lodgement, the claims were handled by a dedicated and experienced claims team in Queensland which was formed in order to coordinate our operational response to the Queensland flood events and ensure consistency of communication. Event specific process documents and scripting and standard claims validation templates were developed (refer paragraphs 24, 25, 26 and 27 above).
- 29 Initially, staffing levels were adequate to respond to the December flood event, however extra staff were required when the Brisbane and Ipswich events occurred.
- 30 During the Brisbane floods NRMA Insurance's Southbank office was evacuated for a week. During this period, we located claims staff to satellite sites at Salisbury and Stafford. To maintain contact with customers we utilised our national resources to redirect customer calls and non event claims processing to our centres in other states.
- 31 We also brought in experienced resources from interstate operations. We employed temporary clerical staff to assist in processing non flood event claims.
- 32 For the two week period following 18 January 2011, NRMA Insurance's records indicate that the maximum phone wait time did not exceed 15 minutes and the average phone wait time was 130 seconds.
- 33 Cyclone Yasi made landfall on 3 February 2011. Whilst this resulted in a relatively small number of claims it did divert and stretch our claims capability and effort.
- 34 We deployed our Major Emergency Rapid Response Vehicle (MERRV) in the area affected by Cyclone Yasi to provide face-to-face support for customers. It operates as a mobile branch that uses satellite technology so customers can lodge claims and get information about the next steps of their claim. Claim consultants at the MERRV can also process emergency payments and temporary accommodation where required, and provide retail vouchers.
- 35 98% of claims lodged in relation to the Queensland flood events were assessed by 7 February 2011.
- 36 Operational management procedures were put in place whereby senior management teams reviewed event specific claims reports. Those reports provided detailed information on claims volumes and claims status on an aggregated and individual claims basis and broken down by location, incident date, criticality and resolution. The reports were initially produced twice daily up to 31 January 2011. Thereafter, the frequency reduced over time to daily, twice weekly and weekly. We continue to produce these reports on a weekly basis.
- 37 Exhibit DD 203 to 228 is an example of this reporting

## **Claims Lodgement**

- 38 Customers lodged claims by calling 131123 for the cost of a local call (except for mobile phones). Claims lodgement is generally carried out by teams in NSW (which were not affected by the evacuation of our Southbank offices) with national

resources by way of back up. Whilst call volumes were high during and immediately following the event our network was well placed to respond.

- 39 Details on how to make a claim are clearly set out in the Home or Landlord PDS as follows:

**'How to make a claim**

If your home or contents suffer loss or damage call us immediately,  
24 hours a day, 7 days a week

*See back cover for contact details'*

- 40 Our standard process is to encourage customers to lodge claims. Consultants are trained to encourage customers to lodge claims for consideration where there is uncertainty of coverage, insufficient information, the claim type is unclear or the claim needs further investigation.
- 41 Within four days of the Toowoomba and Lockyer Valley flood event, NRMA Insurance began making proactive contact with impacted home customers to inform them of their coverage under our policy. We had assessors in these areas as soon as fly-in or road access was available and most claims were accepted within days of assessment.

**Initial Communication Procedures**

- 42 Claims were lodged at initial telephone contact. Where flood was identified as a potential cause of the loss claimed or raised by the customer, claims staff followed a standard script in respect of policy coverage.
- 43 Initially (from 12 January 2011), the message to our customers in respect of flood cover was as follows:

'I do need to advise you that your policy does NOT provide cover for flood damage; however we are in the process of assessing all claims.

At this stage, your claim is lodged for consideration only. However, to ensure that we review your specific situation, a Home Assessor will be appointed to attend your property. Your assessor will be in contact with you shortly to arrange a visit as soon as they can access your area.

We understand this is a difficult time for you and we are here to work with you through this event. Once the assessor has attended and we have clarification on the cause of damage we will be in contact to provide you with an update. However, I must stress that there is no cover for Flood under your Home Insurance policy.'

- 44 Subsequently (from about 5 February 2011) this script stated:

I do need to advise you that your policy does NOT provide cover for riverine flood damage but does cover a sudden, excessive run-off of water as a direct result of a storm within your local area. Riverine flooding relates more to intense upper catchment rain resulting in lower catchment flooding, often referred to as "sunny-day flooding".

We are currently in the process of assessing all claims but at this stage, your claim is lodged for consideration only. However, to ensure that we review your specific situation, a Home Assessor has been appointed to attend your property. Your assessor will be in

contact with you shortly to arrange a visit as soon as they can access your area.

We understand this is a difficult time for you and we are here to work with you through this event. Once the assessor has attended and we have clarification on the cause of damage we will be in contact to provide you with an update.

- 45 Separate scripting was provided in respect of specific issues and in response to specific questions:

**'Am I covered for Flood?**

Flood is not covered by your policy; however we are reviewing each claim on an individual basis.'

**'How do you determine the difference between flood and flash flood?**

We would consider a flash-flood to be the sudden, excessive run-off caused by a storm in your local area, where as flooding is the water rising some time later at a different location. Sometimes it is difficult to determine the difference, so we use independent hydrologists to make an assessment.<sup>3</sup>

- 46 In relation to the disposal of damaged property:

- 46.1 As potential flood claims were lodged for consideration only, customers were warned that the items damaged may not be repaired or replaced.
- 46.2 Customers were told that they could dispose of items as part of the clean up process to avoid health and safety issues but were asked to keep a list of items disposed of and to arrange photographs if possible.
- 46.3 Specific scripting was provided in respect of common loss types.

The scripting was used for all claims which were assessed to be potential flood claims regardless of geographical location.

- 47 As all Home and Landlord claims involved the same policy wordings, our frontline and claims staff did not encounter issues requiring the verification of the applicable policy wording.

**Claims Validation Procedures**

- 48 Claims staff asked the customer a series of validation questions to determine where the water came from (refer to Exhibit DD 167 to 202) and also for them to make themselves available for our assessor to view the property.
- 49 The validation questions were:

'Good Morning/Afternoon, its (insert name) calling from NRMA Insurance in regards to your claim. Are you and your family safe? Do you have a few moments to discuss your claim?

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<sup>3</sup> refer to Exhibit DD 167 to 202

To assist me in determining the cause of the damage, can I please verify some information? [please confirm the following]

- Do you know where the water has come from that has entered your property? [Describe the incident]
- How did the water enter your property? [through the roof or at floor level]
- When did the water enter your property? [approximate date and time]
- What is damaged? [confirm building and contents]
- Has the water receded, is your property accessible?
- [gather any other information about the water in the area, how high, other houses etc]

50 These standard validation questions did not vary by location.

### **Assessment/ Inspection Procedures**

51 As shown in the Flow Chart on page 8 the standard claim assessment procedure involved physical site assessment for every potential flood claim.

52 In addition, assessments were conducted for Storm claims where the Customer was not able to live in their home or where there were safety concerns.

53 Site assessments were completed by experienced internal assessing staff<sup>4</sup> who were instructed to complete a specific Storm/Flood Assessment Report template for each property to ensure consistency. A copy of that template is Exhibited at DD 229 to 232. This helped us prioritise our claims response based on customer need.

54 Physical site assessments were conducted at the beginning of the claim process once access to each location was possible. 98% of site assessments were completed by 7 February 2011.

55 The only departure from this procedure was in respect of six claims in Emerald which were late lodgements that we did not physically assess. For these claims the property locations were plotted geographically against all the claims data (including individual site assessments for other properties in the immediate vicinity) to ascertain whether there were in any locational factors which would result in different claims outcome. It was determined that we had sufficient information to determine these claims without a physical site assessment.

### **Hydrology Reports**

56 IAG's Natural Perils Team obtained a series of regional reports (**Regional Hydrology Reports**) from the following external hydrology firms:

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<sup>4</sup> In one Rural town (Alpha) a Preferred Building Consultant attended 2 properties and this was overseen by the Home Assessing Team Manager.

- 56.1 Worley Parsons Services Pty Limited;
  - 56.2 WRM Water and Environmental Pty Limited;
  - 56.3 RPS Australia East Pty Ltd.
- 57 Regional Reports were obtained for the following areas:
- 57.1 Brisbane dated 17 February 2011;
  - 57.2 Ipswich dated 17 February 2011;
  - 57.3 Emerald dated 20 January 2011;
  - 57.4 Lower Burnett River dated 16 February 2011;
  - 57.5 Rockhampton dated 10 February 2011;
  - 57.6 Bundaberg dated 9 February 2011;
  - 57.7 Theodore dated 18 February 2011;
  - 57.8 Chinchilla dated 4 February 2011;
  - 57.9 Dalby dated 8 February 2011;
  - 57.10 Toowoomba dated 20 January 2011; and
  - 57.11 Oakey dated 27 January 2011.
- 58 On 22 March 2011 IAG provided copies of all the Regional Hydrology Reports completed to that date in compliance with the Commission's notices dated 10 March 2011 and 16 March 2011.
- 59 Since that time there has been only one additional Regional Hydrology Report received by IAG. This was an Ipswich regional report by Worley Parsons dated 24 June 2011 (**Updated Ipswich Report**). This was an update to the earlier Ipswich Regional Hydrology Report by Worley Parsons dated 21 February 2011. A copy of the Updated Ipswich Report is Exhibit DD 233 to 273. A copy of the instructions in respect of this report is Exhibit DD 812 to 834.
- 60 For the Regional Hydrology Reports the classification system, methodology and reporting template are identified in the standardised terms of reference forming the schedule of work for each hydrology firm engagement.
- 61 Exhibit DD 274 to 280 is copy of the instruction pro-forma provided in respect of Regional Hydrology Reports.
- 62 Exhibit DD 281 to 355 is a complete set of all instructions issued in respect of the above Regional Hydrology Reports.
- 63 Expert hydrologists were not asked to express any view or conclusion as to the application of policy terms and conditions. The opinions provided by the hydrologists

were confined to matters within the scope of their expert qualifications. Expert hydrological reports were interpreted and applied to particular claims in accordance with policy terms and conditions by a panel of claims managers.

- 64 In addition to the above Regional Hydrology Reports, NRMA Insurance obtained site specific and street specific reports relating, respectively, to a specific customer's property or to specific streets. (Individual Hydrology Reports).
- 65 Individual Hydrology Reports were obtained where greater clarity was required relating to the cause of damage sustained at an individual property or a number of customer's properties in a particular street. Individual Reports were obtained where the relevant Regional Hydrology Report, in conjunction with supporting aerial images (where available) and assessment report did not provide information at a level that was detailed enough for a decision to be made at a site specific location.
- 66 In relation to a dispute, if the Customer and/or their representative submitted information relating to the water movement which damaged the property, in particular if they submitted that the damage was not caused as a result of "flood", but as a result of blocked drains and/or the property was located close to a main drainage system we organised a site specific property hydrology report.
- 67 198 site specific hydrology reports were obtained.
- 68 Exhibit DD 233 to 273 is a copy of the Individual Hydrology Report instruction pro-forma instruction.
- 69 The above process was applied consistently across all regional areas.
- 70 However, conclusions drawn from the hydrology reports varied between regions. For example:
- 70.1 Regional hydrology information was sufficient in respect of Toowoomba and the Lockyer Valley to allow NRMA Insurance to assess and determine that damage was covered storm damage within a very short period of the storm events in that region.
- 70.2 In other areas, regional hydrology information strongly indicated that damage was caused by flood, for example, in Emerald.
- 70.3 In other areas the regional hydrology information was not sufficient to base a policy determination. In those areas individual property or street hydrology reports were obtained prior to claims determinations being made.
- 71 Customers were also referred to the publicly available reports commissioned by the Insurance Council of Australia.

#### **Other Information**

- 72 In addition to Regional and Individual hydrology reports, we utilised:
- 72.1 aerial images taken during the flooding which showed levels of inundation and water colouration; and

72.2 QLD Government flood mapping.

73 In the event that a claim was declined, customers were provided with a copy of the relevant hydrologist report.

#### **Claims Assessment Difficulties**

74 Generally, the processes adopted by NRMA Insurance operated well in practice and allowed the fair and timely assessment of claims. I refer to my observations at paragraph 19 above.

75 We were concerned to balance the need to managing customers' expectations of being told their claim outcome as soon as possible whilst ensuring we had enough information to make a fair and reasonable claims determination.

76 In some instances, final determination of claims were delayed when there was some uncertainty in respect of coverage and we needed to engage site specific hydrology reports. Delays in obtaining these reports were exacerbated by difficulties in obtaining the release of relevant rainfall and river level gauge data from the Bureau of Meteorology (BoM) immediately following the Queensland Flood Events and the relatively small pool of expert hydrologists available to manage the volume of requests across the industry.

77 We have extensive experience in managing disaster events. In the last 18 months, NRMA Insurance, SGIO and SGIC have received over 80,000 lodgments for catastrophe events.

78 NRMA Insurance, SGIO and SGIC has developed capability to manage the different extremes of claims volumes received during natural disasters, while also managing business as usual demands. The graph on page 17 shows lodgments received since July 2005 and demonstrates major weather events generate large numbers of claims, in short periods of time, in localised areas.

79 Below is a snapshot of the response to some of the significant weather events by region that have occurred in the last five years.

#### **Cyclone Yasi, QLD 2011**

- Cyclones are disasters that often afford considerable warning. Therefore we prepared our claims\_response in advance.
- The day after Cyclone Yasi, we sent assessors to the most affected regions to assess our customers' property provide information and help them lodge claims.
- The vast majority of claims were lodged and accepted as soon as access to all regions was granted.
- We received over 1,000 claims in total and we were able to complete assessments within two weeks of gaining access.
- If customers had safety concerns such as roofs and pool fences, make-safe repairs or temporary accommodation were organised within 24 hours



- We deployed our Major Event Rapid Response Vehicles prior to the cyclone making landfall on 7 February 2011 to provide localised and expert support in the lodgement and processing of claims.

#### **Queensland Floods 2010 - 2011**

- We received nearly 3,000 home and landlord claims, and the majority of assessments were completed within six weeks of obtaining access to sites affected.
- During the South East Queensland floods the Southbank office was evacuated for a week. We utilised our national resources to redirect customer calls and claims processing to our centres in other states.
- All customers were reminded at lodgement that flood is not covered by their policy, but that the claim would be lodged for consideration.
- There were some delays experienced in managing claims for this event as hydrologists reports were required to clarify coverage

#### **Perth Hailstorm, WA 2010:**

- We received over 20,000 home and motor claims, equivalent to more than six months worth of WA claims in one day.
- Employees were flown in from interstate and New Zealand. Temporary staff and contractors were also engaged to help manage the number of claims.
- The vast majority of claims lodged were accepted on the same day.
- We set up three hail centres for cars.
- We inspected 9,000 cars in two months and assessed all the houses damaged in three months.
- We deployed Major Event Rapid Response Vehicles to provide localised and expert support in the lodgement and processing of claims.

#### **Melbourne Hailstorm, VIC 2010**

- Nearly 40,000 claims were received, equivalent to a years worth of storm claims in just two days.
- We moved quickly to establish six hail centres at various locations to assess cars. Just days after the event, we were assessing up to 550 cars per day and were able to assess over 10,000 vehicles in eight weeks.
- Employees were flown in from interstate and New Zealand. Temporary staff and contractors were also engaged to help manage the number of claims.
- The vast majority of claims lodged were accepted immediately.
- We deployed Major Event Rapid Response Vehicles to provide localised and expert support in the lodgement and processing of claims.

#### **Victorian Bushfires, VIC 2009**

- Over 2,000 claims were received, with the vast majority of home claims being total losses.

- Due to safety reasons, insurance assessors were not provided with access for some time. We developed a unique process which used aerial photography to enable us to assess and settle over 85% of houses in Marysville weeks before access was granted.
- The vast majority of claims were lodged and accepted immediately.
- We deployed Major Event Rapid Response Vehicles to help our customers lodge claims and get the support they needed.
- Employees were flown in from interstate, and many of our claims employees worked remotely at affected areas.

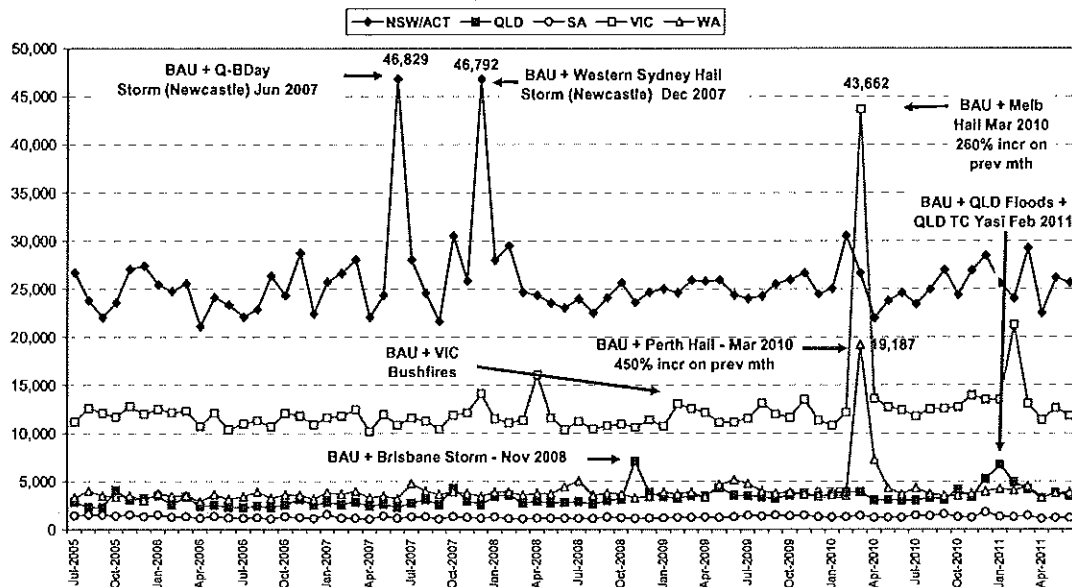
#### **Blacktown Hail Storms, NSW 2007**

- We received in the vicinity of 30,000 claims following this storm.
- Employees from interstate were flown in. Temporary staff and contractors were also engaged to help manage the number of claims.
- We would usually assess hundreds of claims weekly; in this case we saw a ten-fold increase to a couple of thousand claims weekly.
- Majority of claims were lodged and accepted on the same day.
- We committed to having customers' roofs repaired within 90 days.
- It rained continuously just after the hail storms, so we developed large, crane-borne canopies.
- These were hoisted over damaged roofs to protect them from rain so repairs could continue, helping customers return to their homes quickly.

#### **Cyclone Larry, QLD 2006**

- We received nearly 700 home and motor claims.
- We transported 200 tarpaulins from interstate the next day, and deployed Major Event Rapid Response Vehicles to help our customers lodge claims and get the support they needed.
- Claims were lodged and accepted straight away.
- Just eight weeks following the event, we led a "Help Expo" to help our customers and the community get practical information on repairing or rebuilding their homes.

State Monthly Lodgement Patterns July 2005 to June 2011  
(includes BAU & Storm)



### Communicating with Customers during Claims process

- 81 We used a range of communication methods during the course of the claims process to communicate progress to customers. The method used was dependent on that customer's preferred method including telephone (landline or mobile), text, email, facsimile or letter.
- 82 A dedicated local phone line was set up for potential flood customers and accessible by both landline and mobile phone. Our dedicated claims team serviced this line so that we could promptly respond to Customers' enquiries. Customers could request to speak to a specific claims consultant with whom they had previously dealt or could contact the particular assessor appointed to their claim.
- 83 Claims were managed by their severity and isolated from 'business as usual' claims.
- 84 Claims were managed using worklist diary 'bring ups' and closely monitored through the event specific claims reporting (refer paragraphs 36 and 37).
- 85 The NRMA Insurance Claims Imaging System (CIS) provides for the electronic capture of documents and correspondence as well as electronic 'file notes' of telephone conversations with customers and other individuals involved in a claim. CIS records a date and time stamp for all actions. It also has work flow functionality so that claims can be diarised for action.
- 86 Home assessors use a system called Opus to capture and record assessment details and customer interactions (which are also date and time stamped). Opus integrates with CIS in displaying CIS claims actions.
- 87 All staff are trained and required to write clear case notes to detail the conversations with customers. In addition to this, customers with claims that required additional information such as site-specific hydrology reports were kept informed of the progress.

- 88 Claims consultants endeavour to deal with customer queries on the spot, or if additional information is required, we aim to get back to them within 48 hours.
- 89 There has been no communication with policyholders regarding any position adopted by any of our reinsurers under our Reinsurance Agreements. The position adopted by reinsurers is not a matter directly relevant to the claims assessment process.
- 90 Reinsurers provide reinsurance cover based on the underlying policy wording issued by the insurer and they pay claims accordingly. Reinsurers are not obliged to pay any ex gratia settlements under the terms of Reinsurance Agreements.

### **Telephone Recordings**

- 91 We record all calls made to and from customers by our front line staff for quality and assurance purposes. On occasion calls are not successfully recorded or are found to be corrupted on retrieval.
- 92 Telephone calls are not recorded where the calls are made to or from home assessors with mobile phones, certain team managers, customer relations staff and some calls to our outsourced call centre in Tasmania.
- 93 Where customers requested copies of recordings or transcripts of telephone calls between themselves and NRMA Insurance representatives, we have sought to meet these requests.
- 94 NRMA Insurance releases personal information to customers in accordance with the National Privacy Principles. In doing so, we usually ask customers to complete a Personal Information Access Request (PIAR) form specifying the required information. Once received together with a nominal processing fee, the policyholder is sent the requested information.
- 95 In the case of the Queensland Flood Events, given the volume of requests for information and the sensitivity of these claims, we changed our usual process and provided requested information without charge.
- 96 We do not have details of the aggregated numbers of call recordings provided as this information is on individual claim files.

### **Communication of Claims Determinations**

- 97 All claim acceptances were communicated by phone at which time claim settlement options were discussed and agreed with the customer.
- 98 All flood claim declinations were communicated by a Manager over the phone to the Customer in accordance with standard script.
- 99 Exhibit DD 356 is a copy of that script.
- 100 This was then followed up by a letter to confirm the decision and outline the Dispute Resolution process. The standard procedure provides for a copy of the hydrology report to be attached to the decline letter.

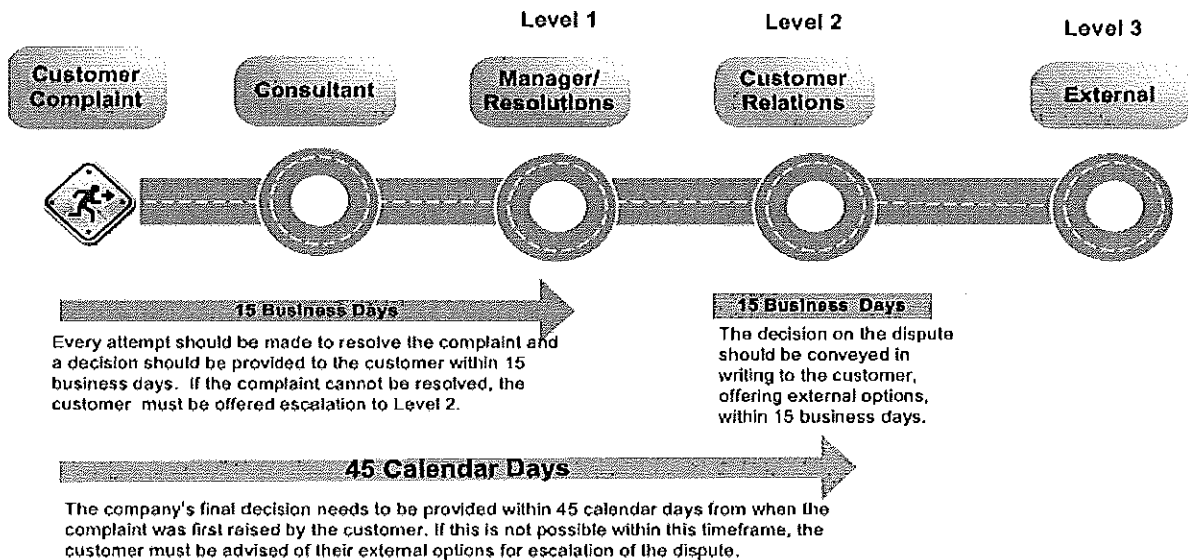
## Dispute Resolution

### Advice as to Dispute Resolution Procedures

- 101 Customers were advised of dispute resolution procedures verbally and in the written decline letter.

### Internal Dispute Resolution Procedures

- 102 NRMA Insurance's Internal Dispute Resolution (IDR) process follows the guidelines established by the *General Insurance Code of Practice*, and also follows the Financial Ombudsman Services *Terms of Reference*, and ASIC Regulatory Guidance.
- 103 The IDR process as set out in below provides the customer with a review of their claim independent of the original decision maker and to also present any additional information they feel may add to the validity of their claim.
- 104 If the claim denial is maintained, NRMA Insurance will give the customer a 'final decision letter'. If the customer doesn't accept the final decision, due within 45 calendar days from receipt of the initial complaint. The customer may escalate their dispute externally. For example, to the Financial Ombudsman Service.
- 105 The following figure shows the IDR Process and timeframes:



### Complaint Types

#### Level 1 Complaint

- 106 Complaints not resolved by the next business day and/or complaints referred to a Manager need to be recorded. This process captures customer feedback, which is fed into product, process and service improvements.
- 107 Managers review and attempt to resolve the complaint within 15 business days from the date the complaint was received. Complaints that are not resolved are escalated to our Customer Relations department.

#### Level 2 Disputes

- 108 Customers are offered an internal independent review of their complaint. This review is either initiated by the customer or referred from a Level 1 reviewer.
- 109 If the dispute is complex, additional information may need to be provided by the customer, a third party, or via an additional independent review.
- 110 In relation to the Queensland flood events, information relied upon to make our decision is provided to our customers with the 'final decision' letters. Depending on the complexity of the dispute, some reviews can be completed quickly.
- 111 In the majority of cases we call our customers, and also send them a final decision letter outlining the reasons for our decision and the customer's external dispute options, including the Financial Ombudsman Service and seeking legal advice.
- 112 If the customer doesn't accept our 'final decision' letter, due within 45 calendar days from receipt of the initial complaint, the customer may escalate their dispute externally, for example to the Financial Ombudsman Service.
- 113 Our Customer Relations area set up a specific team of case managers to manage disputes in respect of claims arising out of the Queensland Flood Events.
- 114 The information considered and relied upon in determining disputes are:
- 114.1 assessor reports,
  - 114.2 the hydrologist reports (regional, street or site specific);
  - 114.3 Flood mapping;
  - 114.4 Aerial photographs;
  - 114.5 Information provided by the customer;
  - 114.6 PDS;
  - 114.7 claim file;
  - 114.8 mail trace documents (if the Insured alleged that they had not received the PDS); and
  - 114.9 call recordings (if available).
- 115 In the event that any customer complaint raised issues as to whether flood was the cause of the customer's loss, it was NRMA Insurance's standard dispute process to obtain an Individual Hydrology Report if one had not previously been obtained during the claims assessment process.
- 116 Customers and/or their representatives were always provided with a copy of any relevant material relied upon including hydrology reports and a copy of the PDS.
- 117 Where requested, customers were also provided with call recordings which had been relied upon in the claims assessment process.

- 118 Exhibit DD 357 to 811 is a complete set of all Final Decision Letters issued by NRMA Insurance during the dispute resolution process.
- 119 Our dispute records show that we received two complaints relating to inappropriate, insensitive or offensive conduct by a representative or agent of NRMA Insurance toward, or about, a policyholder:
- 119.1 Mr [REDACTED] Dawber - has alleged that an investigator acting on behalf of NRMA Insurance requested mobile telephone numbers of Mr Dawber's teenage daughters and subsequently attempted to telephone them. Those allegations are denied by the investigator. They are the subject of separate Statutory Declarations provided to the Commission<sup>5</sup>.
- 119.2 During a telephone call to tell a customer his flood claim would not be covered, the customer alleged that an NRMA staff member was rude in an earlier conversation.
- 120 Our dispute records show that we have received:
- 120.1 39 complaints which have alleged misrepresentation as to the existence or effect of flood cover; and
- 120.2 54 which have alleged a failure to adequately inform the policyholder as to the absence of flood cover.
- 121 Where such allegations are made NRMA Insurance has reviewed its records, including telephone recordings and file notes, to verify what statements were made to the customer.
- 122 In particular, we would review the policy inception call recording and/or the call from the date on which the Customer alleged the misrepresentation to have occurred. If the call recording was not available we would clarify what occurred from the file notes and discussions with the relevant consultant and/or their reporting Manager.
- 123 If the above investigations confirmed that a staff member had made statements to the customer which were either unclear and this had prejudiced the customer, the customer's claim was paid in the early stages of the IDR process.
- 124 Six complaints involving such allegations being verified. In each case the claim was accepted and paid.
- 125 In two of those matters the customers were asked to sign a confidentiality agreement following the resolution of the complaint in the customer's favour. The customers were required to keep the circumstances of their dispute confidential including:

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<sup>5</sup> Refer Statutory Declaration of [REDACTED] dated 23 September 2011 provided in response to Requirement dated 8 September 2011: Ref:1702612; Statutory Declaration of [REDACTED] dated 20 September 2011 provided in response to Requirement dated 13 September 2011: Ref:1702612.

125.1 the allegations of misleading statements made as to the existence or effect of flood cover; and

125.2 the resolution of their complaint by payment.

126 Such confidentiality was sought because the claim payments were made in response to the specific facts of the customer's complaint. Confidentiality was sought to avoid creating unrealistic expectations of the complaints process in other customers whose circumstances could be expected to be different. This did not affect the outcome of the claim.

#### Financial Ombudsman Service

127 NRMA Insurance supports the Financial Ombudsman Service (FOS) as the industry's provider of External Dispute Resolution.

128 NRMA Insurance's External Dispute Resolution (EDR) process follows the guidelines established by the *General Insurance Code of Practice*, and follows the Financial Ombudsman Services *Terms of Reference*, and under ASIC Regulatory Guidance.

129 There is opportunity for the FOS to consider establishing a strategic response to disaster situations to improve the effectiveness of dispute resolution during this time. A timelier, consultative approach, with regular communication, is essential to minimise stress on customers. It is also important that matters are determined as quickly as possible.

130 NRMA Insurance has 67 disputes presently registered with FOS. Those disputes concern claims which have been declined on the basis of the flood exclusion.

131 As at the date of this statement, FOS has upheld 6 claims decisions by determination. No claims decisions have been overturned.

#### Facilitating Repairs

132 After a claim has been accepted, the customer has the choice of:

132.1 using our preferred network of repairers; or

132.2 obtaining their own quote and submitting it to NRMA Insurance for approval.

133 Where the customer elects to use our preferred network NRMA Insurance will proactively facilitate the repairs process. Where the customer elects to obtain their own quote and oversee the repairs themselves we will pay a cash settlement to the customer for the fair and reasonable amount quoted.

#### **Reforms**

134 In its submission to the House of Representatives Inquiry into the Operation of the Insurance Industry During Disaster Events, the Insurance Council of Australia (ICA) reported that the ICA and its members have been working with consumer advocates, the Financial Ombudsman Service and ASIC on Code changes that would:

- require Code members to ask insureds who have inquired whether they had cover for a particular event if they want to make a claim; and



- establish an overall timeframe of six months for determination of a claim unless exceptional circumstances applied.

135 NRMA Insurance supports the proposed changes.

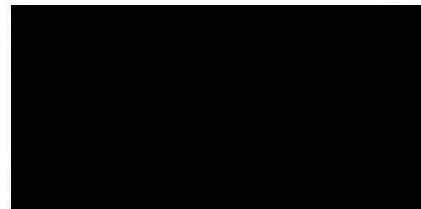
**Request of 12 September**

136 In relation to questions 40 and 41 of the Commission's request dated 12 September 2010 I am informed that:

136.1 NRMA Insurance has not made public statements about an individual policyholder.

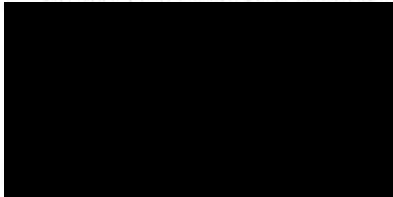
136.2 NRMA Insurance has not been the subject of any investigation by FOS or other regulatory body about the manner in which it has dealt with claims relating to the Queensland floods.

and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867* (Qld).



Signature of Dominic Dower

Taken and declared before me at BRISBANE this 23 day of September 2011



.....  
Commissioner for Declarations/Solicitor

# Annexure A

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Our ref: Doc.1694579

2 September 2011

Mr Michael Wilkins  
Managing Director and CEO of Insurance Australia Group Limited

#### 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 Michael Wilkins to provide a written statement, under oath or affirmation, to the Queensland Floods Commission of Inquiry, which addresses the topics and exhibits the documents listed below:

#### Insurance policies

The following questions relate to NRMA's household insurance policies which applied at the time of the Queensland floods (December 2010 and January 2011):

1. Please name the relevant home and/or contents policy or policies.
2. Did more than one version of the policy or policies exist? If so:
  - 2.1. Please identify each different version of the policy or policies by reference to the dates for which they subsisted as the relevant policy.
  - 2.2. How did staff of the NRMA identify the correct version of a policyholder's policy and ensure that the correct version of the policy was used in all dealings with a policyholder and his or her claim?
3. For each version of the policy or policies:
  - 3.1. What were the terms of cover relevant to damage caused by weather of the kind experienced at the time of the Queensland floods? How were these terms defined?
  - 3.2. (If not covered by 1.3.1 above) Was flood cover included? How was the term 'flood' defined?
  - 3.3. What exclusions or conditions applied to a claim?
  - 3.4. What were NRMA's obligations in processing and assessing claims?
4. Please provide a pro forma copy of each of the policies referred to in answer to the questions at paragraphs 1-3 above.

400 George Street Brisbane  
GPO Box 3738 Brisbane  
Queensland 4001 Australia  
Telephone 1300 309 634  
Facsimile +61 7 3405 9750  
www.floodcommission.qld.gov.au  
ABN 82 696 762 534

## Insurance claims

The following questions relate to household insurance claims made as a result of the events comprising the Queensland floods (in December 2010 and January 2011):

5. Did NRMA establish any special processes or procedures in order to manage claims handling?
6. What changes, if any, were made to staffing levels in order to deal with the volume of claims NRMA received? Were staffing levels found to be adequate to deal with the volume of claims? What training, if any, was given to staff of NRMA involved in processing, assessing and deciding claims relating to the Queensland floods?
7. How could and did policyholders lodge claims? If claims were lodged by telephone, did policyholders do so by calling a free call number accessible by landline and mobile phone?
8. Were there any cases in which NRMA made contact with a policyholder before the policyholder contacted NRMA (whether to make a claim or otherwise)? If so, for what purpose?
9. What information was given to policyholders in their first communication with a representative of NRMA? In particular, what information was given to policyholders (whether voluntarily or in response to queries from policyholders) about:
  - 9.1. The terms of the cover provided by their policy;
  - 9.2. Making a claim (both as to how a policyholder could make a claim and whether a policyholder should make a claim); and
  - 9.3. What to do with damaged property?If the information given to policyholders varied according to the location of the insured property, please outline the variations. Please provide a copy of any and all instructions or scripts given to telephone operators.
10. How did a representative of NRMA giving information to a policyholder about matters of the kind referred to at sub-paragraphs 9.1–9.3 (whether voluntarily or in response to queries from a policyholder) ensure that the information provided to the policyholder was accurate and based on the correct version of his or her policy?
11. What information was a policyholder required or asked to give NRMA for the purposes of assessing the policyholder's claim? If the information which a policyholder was asked or required to give, varied according to the location of the insured property, please outline the variations.
12. Please outline each step, and by whom each step was taken, in the process by which claims were processed, assessed and determined. Please also outline the information relied upon in determining claims. In particular:
  - 12.1. Were site assessments/inspections carried out? If so:

- 12.1.1. Were they carried out for every claim or some claims? If the latter, in how many cases were site assessments/inspections carried out?
- 12.1.2. At what stage of the claims handling process were site assessments/inspections carried out?
- 12.1.3. Who conducted the site assessments/inspections? What instructions were they given?
- 12.2. Were any claims declined without site assessments/inspections having been carried out? If so:
  - 12.2.1. In how many cases?
  - 12.2.2. To which areas did the claims relate?
  - 12.2.3. Why were site assessments/inspections not carried out in those cases?
  - 12.2.4. What information was relied upon to determine whether those claims would be accepted or declined?
- 12.3. Please outline all hydrology information obtained and used/relied upon in determining claims and explain:
  - 12.3.1. Who provided the hydrology information? If the NRMA engaged hydrology experts, what did NRMA brief the hydrology experts to do? What instructions, written or oral, were provided to the hydrology experts? Please provide copies of any written instructions.
  - 12.3.2. How did NRMA ensure that the hydrology information addressed the relevant terms of the applicable policies? In particular, how did hydrology reports relied upon define the terms 'flood' and 'flash flood'?
  - 12.3.3. When the hydrology information was received.
  - 12.3.4. When investigations upon which the information was based were conducted.
  - 12.3.5. Whether the hydrology information related to general areas or regions or specific sites or both. If the first, please identify the areas or regions and provide copies of the reports. If the second and third:
    - 12.3.5.1 At what stage of the claims handling process was hydrology information for specific sites requested and obtained?
    - 12.3.5.2 What determined whether hydrology information for a specific site was requested?
  - 12.3.6. If the nature of the hydrology information varied according to the location of insured property, please set out the variations.
- 13. If any of the processes outlined in answer to questions in paragraph 12 above varied according to the location of the insured property, please set out the variations.
- 14. Was any advice other than hydrology reports and reports of loss adjustors/assessors obtained and relied upon in determining claims? If so, please identify the nature of the advice.
- 15. Were policyholders advised of all information NRMA relied upon in determining their claims? If so, was this advice given voluntarily or only if requested? If any piece of information was not provided or withheld for any period of time:

- 15.1. What was the nature of the information?
  - 15.2. Why was it not provided?
16. Were policyholders given copies of all documents relied upon in determining their claims? If any document was not provided, or withheld for any period of time:
    - 16.1. What was the nature of the document?
    - 16.2. Why was it not provided?
  17. Were any difficulties encountered in processing, assessing and deciding claims? In particular, did any factors cause delays in this process?
  18. How does the volume of claims NRMA received, and the timeliness with which they have been decided, compare with (a) 'business as usual' and (b) other recent natural disasters?
  19. Were policyholders kept informed, or have they been kept informed, of the progress of their claims in accordance with the standards stipulated in the General Insurance Code of Practice? How did or does NRMA monitor whether those standards are adhered to?
  20. Was the position adopted by a reinsurer communicated to policyholders at any stage? If so, why?
  21. By what means did or do representatives of NRMA contact policyholders (for example, by mail, email, landline, mobile phone)? By what means were policyholders whose claims have been determined, informed of the outcome of their claims? Were all policyholders whose claims have been determined, informed of the outcome of their claims in writing?
  22. By what means could or can policyholders find out about the progress of their claims or otherwise discuss their claims with a representative of NRMA? If by telephone, could or can policyholders contact NRMA by calling a free call number accessible by landline and mobile phone? Could or can a policyholder contact the person responsible for handling his or her claim directly?
  23. Are all telephone calls between policyholders and representatives of NRMA recorded? Were all telephone calls between policyholders and representatives of NRMA which took place in December 2010 and January 2011 recorded?
  24. How has NRMA responded to requests for copies of recordings or transcripts of telephone calls between policyholders and representatives of NRMA?
    - 24.1. Have copies of any recordings/transcripts been provided to policyholders (or their legal representatives) in response to such requests? If so, in how many cases?
    - 24.2. Have any such requests been refused or not responded to? If so:
      - 24.2.1. In how many cases?
      - 24.2.2. In the case of requests that have been refused – why have such requests been refused?

25. In what circumstances were policyholders advised of their entitlement to make a complaint or request a review of a decision through the internal dispute-resolution process?
26. Please outline each step, and by whom each step was or is taken, in the process which NRMA employed or has employed in responding to complaints and/or disputes in the internal dispute resolution process. Please also outline the information considered and relied upon in determining complaints/or disputes.
27. Were policyholders advised of all information upon which NRMA relied in determining their complaints/disputes? If so, was this advice given voluntarily or only if requested?
28. Were policyholders given copies of all information relied upon in determining their complaints/disputes? If any information was not provided, or withheld for any period of time:
  - 28.1. What was the nature of the information?
  - 28.2. Why was it not provided?
29. Please provide copies of all written responses by NRMA to all complaints and/or disputes (final decision letters). For each written response (final decision letter), please attach a copy of the correspondence in which the substance of the complaint and/or dispute to which the response relates is set out.
30. Has NRMA received any complaint relating to inappropriate, insensitive or offensive conduct by a representative or agent of NRMA toward, or about, a policyholder? If so:
  - 30.1. How many such complaints have been received?
  - 30.2. What did or does each complaint relate to?
  - 30.3. What steps were or have been taken in respect of each complaint?
31. Has NRMA received any complaint, or dealt with any dispute, in the internal dispute resolution process, relating to:
  - 31.1. Misrepresentation made by a representative of NRMA to a policyholder at the point of sale as to the existence or extent of flood cover under a policy bought by the policyholder, or
  - 31.2. Failure on the part of a representative of NRMA to adequately inform a policyholder that a policy bought by the policyholder excluded flood cover?
32. If NRMA has received complaints, or dealt with any dispute, of the kinds referred to in sub-paragraphs 31.1 and 31.2:
  - 32.1. How many of each kind has it received?
  - 32.2. Please outline the steps taken in investigating and responding to such complaints.
33. Is the NRMA involved, or has NRMA been involved, in any matter with the Financial Ombudsman Service? If so:
  - 33.1. How many?



33.2. Please identify the cause(s) of the disputes.

34. Please outline the process involved after a claim was or is accepted in order to get insured property repaired or restored or otherwise settle the claim. What information or steps did or does NRMA require of policyholders in this process?
35. Has NRMA entered into any confidentiality agreement with any policyholder or otherwise required, advised or suggested to, any policyholder to keep matters concerning his or her claim confidential, whether before or after settlement of the claim? If so, please identify each matter which the policyholder was required to keep confidential.

#### Reforms

36. Should any changes be made to the General Insurance Code of Practice?


In addressing these matters, Mr Wilkins 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 Wilkins may also address any other topic relevant to Term of Reference (b) (the performance of private insurers in meeting their claims responsibilities) in the statement, if he wishes.

The statement is to be provided to the Queensland Floods Commission of Inquiry by close of business, Friday, 9 September 2011.

The statement can be provided by post, email or by arranging delivery to the Commission by emailing [info@floodcommission.qld.gov.au](mailto:info@floodcommission.qld.gov.au).



Commissioner  
Justice C E. Holmes

Haly, Alison

---

From: [REDACTED] on behalf of Admin Flood  
Commission [REDACTED]  
Sent: Monday, 5 September 2011 1:08 PM  
To: Haly, Alison  
Cc: [REDACTED]  
Subject: Correspondence re: Clarification to requirement - NRMA & CGU (Michael Wilkins) Ref: 1694579  
Attachments: DLA Piper Australia (NRMA & CGU - Michael Wilkins) Clarification to requirement # 1694579.pdf

Dear Ms Haly

Please find attached correspondence from the Queensland Floods Commission of Inquiry. Hard copy will be mailed.

Regards

Queensland Floods Commission of Inquiry

[Info@floodcommission.qld.gov.au](mailto:Info@floodcommission.qld.gov.au)

\*\*\*\*\*  
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\*\*\*\*\*

Outref: 1694974

5 September 2011

Ms Alison Haly  
Partner  
DLA Piper Australia  
GPO Box 7804  
WATERFRONT PLACE QLD 4001

By email: [REDACTED]

Dear Ms Haly

**NRMA and CGU – Requirement to Mr Michael Wilkins issued 2 September 2011**

I refer to paragraphs 3.2, 12.3.5, 13 and 29 of the Requirement issued by email to Mr Michael Wilkins on 2 September 2011 (document number 1694579 and document number 1694581).

Paragraph 3.2 incorrectly refers to a sub-paragraph 1.3.1. It should refer to sub-paragraph 3.1.

Paragraph 12.3.5 requires Mr Wilkins to exhibit to his statement copies of hydrology reports for 'general areas or regions'. The Commissioner has qualified this part of the Requirement as follows: if any such report is publicly available, Mr Wilkins need not exhibit a copy of it to his statement; however, his statement should identify the report (as paragraph 12.3.5 requires) and where the report can be located. Similarly, Mr Wilkins need not produce any report which has already been provided to the Commission. In any such case, Mr Wilkins' statement should identify the report and provide sufficient details to enable the Commission to locate the report.

In paragraph 13, the term 'processes' in the phrase 'processes outlined in answer to questions in paragraph 12 above' should be read as also including 'information relied upon'. That is, paragraph 13 should be read as –

'If any of the processes or information relied upon, outlined in answer to questions in paragraph 12 above, varied according to the location of the insured property, please set out the variations.'

In paragraph 29, the references to 'all complaints and/or disputes' and 'complaint and/or dispute' should be read as 'all complaints/disputes' and 'complaint/dispute'. Paragraph 29 is directed at final decisions made in the internal dispute resolution process, in response to complaints or disputes (however categorised).

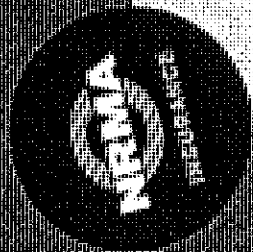
Please contact Mr Lachlan Zangari on telephone [REDACTED] or Ms Kyla Hayden on telephone [REDACTED] should you have any queries.

Yours sincerely

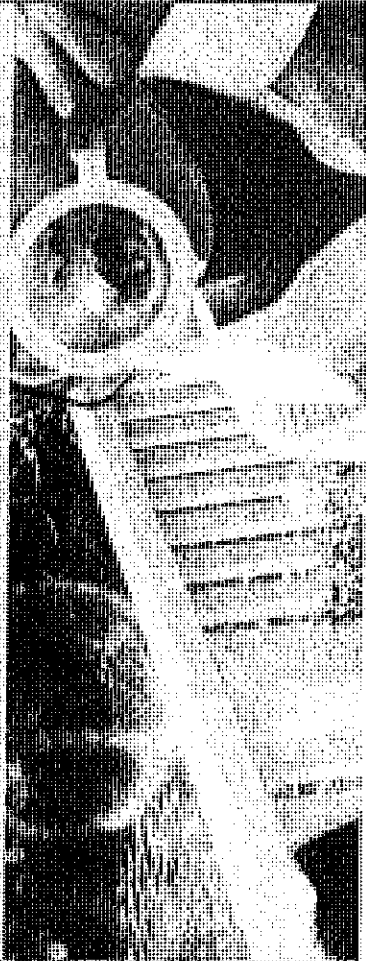
[REDACTED]

Jahe Moynihan  
Executive Director

Encl.



**Home Insurance  
Buildings and Contents  
Product disclosure  
statement and  
policy booklet**



By choosing NRMA Insurance, you're choosing to get on with the life you enjoy – and stop thinking about the 'what ifs'.

NRMA Insurance has been helping people for many years.

We want to make things simple when it comes to insurance – from being clear about what you're covered for, to less complicated claims.

This booklet tells you what you need to know about your insurance policy. If there's anything you don't understand or need help with, just give us a call on 132 132.

# Home Insurance Supplementary Product Disclosure Statements

These Supplementary Product Disclosure Statements (Supplementary PDS) update, and should be read with, the Home Insurance Product Disclosure Statement and Policy Booklet (PDS) Edition 1. These documents together with your current Certificate of Insurance make up the terms and conditions of your insurance contract with us.

## SUPPLEMENTARY PDS 1.1

This Supplementary PDS Edition 1.1 will apply to policies with a commencement date on or after 16 June 2005 or with a renewal effective date on or after 25 July 2005.

### WHAT YOU ARE NOT COVERED FOR – LIABILITY EXCLUSIONS (PAGES 36 TO 37)

The liability exclusion where we will not cover you or your family if liability arises or results from:

- any professional, recreational or amateur sporting activity has changed and is replaced by the following:
- any professional sporting activity
- any recreational or amateur sporting activity except for golf.

### CHANGE OR CANCEL YOUR POLICY - YOU OR WE WANT TO CANCEL YOUR POLICY (PAGES 50 TO 51)

When you cancel or we cancel your policy and the amount of premium that is left is less than \$2.00, we will donate this amount to charity, unless you tell us to pay that amount to you.



#### **PRIVACY OF YOUR PERSONAL INFORMATION (PAGES 53 TO 55)**

In addition to the list of persons to whom we may disclose your personal information, we may also disclose your personal information to:

- suppliers retained by us to supply you with goods and services in satisfaction of any claim made by you
- any credit provider that has security over your property.

#### **SUPPLEMENTARY PDS 1.2**

**This Supplementary PDS Edition 1.2 will apply to policies with a commencement date on or after 14 January 2008 or with a renewal effective date on or after 14 January 2008.**

#### **DISCOUNTS THAT YOU MAY BE ELIGIBLE FOR (PAGES 46 TO 48)**

##### **Multi-Policy Discount**

In recognition of the long and proud association between NRMA Insurance and NRMA Motoring & Services, we are pleased to let you know you may now be eligible for a further discount on your insurance products if you also hold an NRMA Motoring & Services Membership\*.

if you hold an NRMA Motoring & Services Membership, in addition to the qualifying policies set out in the PDS, you will be eligible for a further discount on every NRMA Home Insurance Policy you hold. Plus if you hold both NRMA Motoring & Services Membership and NRMA Health Insurance the discount is even greater.

Any discounts we have applied will be shown on your current Certificate of Insurance. Please check your certificate to ensure you are getting the discounts you are entitled to and that your personal information is accurate, complete and up to date.

\* excludes Club Care, Taxi and BusinessWise memberships. The National Roads and Motorists' Association Ltd ABN 77 000 101 506 (NRMA Motoring & Services) is separate and independent from NRMA Insurance.



### SUPPLEMENTARY PDS 1.3

This Supplementary PDS Edition 1.3 will apply to policies with a commencement date on or after 28 September 2008 or with a renewal date on or after 10 November 2008.

#### DISCOUNTS THAT YOU MAY BE ELIGIBLE FOR (PAGE 46)

##### Multi-Policy Discount

We are pleased to let you know we have broadened the qualifying policies, set out in the PDS, for Multi-Policy Discount. Multi-Policy Discount will now apply to each NRMA Home Insurance Policy you take out, when you also hold any of the following with us:

- an NRMA Comprehensive Motor Insurance Policy (Motor Vehicle or Motorcycle) or
  - an NRMA Third Party Property Damage Motor Insurance Policy (Motor Vehicle or Motorcycle) or
  - an NRMA Third Party Fire & Theft Motor Insurance Policy (Motor Vehicle only),
- and
- an NRMA CTP Greenslip (if your vehicle is registered in NSW).

Plus, if you hold NRMA Motoring & Services Membership\* or NRMA Health Insurance the discount is even greater.

Any discounts we have applied will be shown on your current Certificate of Insurance. Please check your certificate to ensure you are getting the discounts you are entitled to.

\* excludes Club Care, Taxi and BusinessWise memberships. The National Roads and Motorists' Association Ltd ABN 77 000 101 506 (NRMA Motoring & Services) is separate and independent from NRMA Insurance.

### **HOME@50 (PAGE 47)**

We have reviewed the additional benefits we offer with Home@50 and NRMA Home Security will no longer be offering discounts on their systems or monitoring. If you currently have a monitoring contract with NRMA Home Security the discounted monitoring fee will continue to apply until the renewal date of that contract. All other Home@50 benefits remain the same as detailed on page 47 of the PDS.

### **3 STEPS TO RESOLVE A COMPLAINT (PAGE 55)**

The external dispute resolution scheme is now administered by the Financial Ombudsman Service.

Insurance Australia Limited ABN 11 00 016 722  
AFS Licence No. 227681 trading as NRMA Insurance  
388 George Street Sydney NSW 2000

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G012830 09/08

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## How this Home Insurance policy works

Home Insurance provides cover for loss or damage to your contents or the buildings that make up your home, or both.

This policy provides cover for

- ▶ incidents listed on pages 6 to 17
- ▶ the additional cover listed on pages 18 to 22 which applies when we pay a claim on the incidents listed on pages 6 to 17, and
- ▶ options that you can add to your policy by paying more, which are
  - Increased contents cover for valuables, pages 32 to 34
  - Accidental Damage, page 29
  - Domestic Workers Compensation (NSW only), page 30, and
  - Fusion of electric motors, page 31.

If you decide to take out insurance with us, we will provide you with the cover you have chosen as described in this Product Disclosure Statement (PDS) and Policy Booklet, plus any supplementary PDS as well as your current *Certificate of Insurance*. Together, they set out the terms and conditions that apply to your Home Insurance contract. Read them carefully and store them in a safe place.

# What this policy covers

Home Insurance provides cover against loss or damage for the contents of your home and/or all the buildings that make up your home.

**KEY**

B	under Buildings cover
C	under Contents cover

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5

**POLICY WHAT YOU ARE COVERED FOR**

**Animal damage**

If your home or contents suffer loss or damage caused by animals

we will under contents insurance

▶ replace or repair your damaged contents

however

▶ we will NOT cover loss or damage caused by

- vermin, rodents, insects or birds
- domestic cats or dogs, or
- any other animal kept at the site.

we will under buildings insurance

▶ rebuild or repair that part of your home that was damaged

**Building materials**

If you are renovating or altering your home and building materials or fixtures at your site due to be fitted suffer loss or damage as a result of any incident described on pages 6 to 17, and we have agreed to pay your claim

we will under buildings insurance

▶ repair or replace building materials or fixtures valued up to \$1,000 (inclusive of GST)

however

▶ we will NOT consider sand, gravel or soil to be building materials

▶ we will NOT pay more than \$1,000 (inclusive of GST) in total during the term of this policy.



## Earthquake

If your home or contents suffer loss or damage caused by an earthquake or a landslide or subsidence that happens immediately as a result of an earthquake

we will under contents insurance

- ▶ replace or repair your damaged contents
- we will under buildings insurance
- ▶ rebuild or repair that part of your home that was damaged

## Explosion

If your home or contents suffer loss or damage caused by an explosion or a landslide or subsidence that happens immediately as a result of an explosion

we will under contents insurance

- ▶ replace or repair your damaged contents
  - we will under buildings insurance
  - ▶ rebuild or repair that part of your home that was damaged
- however
- ▶ there must be physical evidence of the explosion
  - ▶ we will not pay to repair or replace the item that exploded.

**Fire**

If your home or contents suffer loss or damage caused by fire

we will under contents insurance

▶ replace or repair your damaged contents

we will under buildings insurance

▶ rebuild or repair that part of your home that was damaged

however

▶ we will NOT cover loss or damage as a result of fire started with the intention of causing damage by you or someone

- who lives in your home, or
- who has entered your home or site with your consent, or the consent of a person who lives in your home

*if you are a landlord this includes your tenants*

▶ we will NOT cover loss or damage as a result of scorching or melting

- where there was no flame, or
- your home/contents did not catch fire

▶ we will NOT cover loss or damage to any heat or fire-resistant item if it self combusts

▶ we will NOT cover loss or damage caused by bushfire for the first 48 hours of this Policy, *unless*

- risk passed to you as purchaser of your home immediately before you took out this Policy, or
- you signed a lease contract for your home immediately before you took out this Policy, or
- your Policy commenced immediately after another Policy covering the same risk expired, without a break in cover.

GO TO ▶ *how this policy works* ▶ 3 *what this policy covers* ▶ 4-5 *taking out insurance* ▶ 40 *claims* ▶ 56 *glossary* ▶ 69 *contact us* ▶ back cover

**Glass, ceramic and sanitary fixtures  
– unintentional breakages**

If there is a fracture that extends through the entire thickness of any fixed glass in

- furniture
- a light fitting
- a mirror or picture

we will under contents insurance

- ▶ replace or repair the glass
- ▶ replace or repair the damaged frame of a mirror or picture if it is also damaged by the incident

however

- ▶ we will NOT cover glass that was already damaged
  - ▶ we will NOT cover glass that is in
    - a television set, radio or visual display unit
    - computer equipment or a scanner,
- or
- any item outside the walls of your home.

If there is a fracture that extends through the entire thickness of any

- fixed glass in a window, door, sky-light, shower screen, balcony or pool fence, permanent light fixture, solar heating panel or fixed glass panel
- ceramic cooktop or oven door
- vitreous china or acrylic or fibreglass fixed shower base, bath, spa bath, basin, sink, toilet, bidet or sanitary fixtures

we will under buildings insurance

- ▶ replace or repair the item

however

- ▶ we will NOT cover
  - any breakage as a result of the direct application of heat
  - glass in a greenhouse or glasshouse
  - water or sewerage pipes, or
  - items that are already damaged.

**POLICY WHAT YOU ARE COVERED FOR**

**Home office/business – equipment and furniture**

If your furniture, computer or office equipment used in connection with your business, trade or profession operating from your home suffers loss or damage as a result of an incident described on pages 6 to 17, and we have agreed to pay your claim

we will under contents insurance

▶ replace or repair your damaged contents

however

- ▶ we will NOT cover
  - any liability associated with your business, trade or profession
  - stock used for your business
  - goods kept for sale, distribution, on display, exhibition or on consignment, or
  - loss arising from any interruption to your business, trade or profession.

**Impact damage – from falling, flying or moving objects**

If your home or contents suffer loss or damage caused by the impact of

- an external aerial, mast, flagpole or satellite dish
- an aircraft, vehicle or watercraft
- debris from space, or an aircraft, rocket or satellite
- a branch or tree

we will under contents insurance

▶ replace or repair your damaged contents

however

- ▶ we will NOT cover loss or damage caused by tree cutting, felling or lopping a tree on the site.

we will under buildings insurance

▶ rebuild or repair that part of your home that was damaged

If we agree it is necessary to cut down the tree on your property that caused the damage, then

we will under buildings insurance

▶ pay the cost of cutting down and removing the tree

however

- ▶ we will NOT pay to remove the stump
- ▶ we will NOT pay the cost of cutting down or removing the tree if it has not caused any damage to your home or contents.

▶ treat the stump so it will not grow again.

GO TO ▶ *how this policy works* ▶ 3 *what this policy covers* ▶ 4-5 *taking out insurance* ▶ 40 *claims* ▶ 56 *glossary* ▶ 69 *contact us* ▶ back cover

**Landlords – furniture, fittings, fixtures and carpets**

If you are a landlord with a strata or similar scheme rental property and your furniture, furnishings, fittings or carpets in that property suffer loss or damage as a result of an incident described on pages 6 to 17

**we will under contents insurance**

- ▶ replace or repair
  - furniture
  - furnishings
  - fittings
  - carpets

**however**

- ▶ we will NOT cover loss or damage caused intentionally by
  - you, or
  - someone who lives in your home, or
  - who has entered the home or site with your consent, or the consent of a person who lives in your home*this includes your tenants.*

If you are a landlord and your rental property is not under a strata or similar scheme and your furniture, furnishings, fixtures or carpets suffer loss or damage as a result of an incident described on pages 6 to 17

**we will under buildings insurance**

- ▶ replace or repair
  - furniture
  - furnishings
  - fixtures
  - carpets

*these payments are part of the buildings sum insured*

**however**

- ▶ the most we will pay is 10% of the buildings sum insured
- ▶ we will only cover items that are for your tenant's use
- ▶ we will NOT cover loss or damage caused intentionally by
  - you, or
  - someone who lives in your home, or
  - someone who has entered the home or site with your consent or that of a person who lives in your home*this includes your tenants*
- ▶ we will NOT cover you if you live in the home yourself.

## Liability cover

If an incident occurs during the term of your Policy which causes

- death or bodily injury to other people, or
- loss or damage to other people's property

### we will

- ▶ pay up to \$10 million (inclusive of GST)
- we will under contents insurance
  - ▶ cover you and your family for amounts which you or your family become legally liable to pay as compensation for claims arising from an incident which occurs during the term of your Policy
    - outside the site, within Australia
  - ▶ cover legal costs when our lawyers act in connection with these claims

### we will under buildings insurance

- ▶ cover you and your family for amounts which you or your family become legally liable to pay as compensation for claims arising from an incident which occurs during the term of your Policy
  - in your home or on the site for which you or your family are responsible as owner or occupier
- ▶ cover legal costs when our lawyers act in connection with these claims

### however

- ▶ this cover does not extend to loss or injury to you or your family as owner or occupier of any home or land
- ▶ the most we will pay in relation to any one incident is \$10 million (inclusive of GST)
  - we will pay any legal costs in relation to a liability claim over and above the \$10 million (inclusive of GST)

For liability exclusions, see pages 36 to 37

If someone is making a liability claim against you see page 58

Continued next page

*continued*

**Liability cover**

If you are a tenant or property owner under a strata or similar scheme and an incident occurs during the term of your Policy which causes

- death or bodily injury to other people, or
- loss or damage to other people's property

**we will**

- ▶ pay up to \$10 million (inclusive of GST)

**we will under contents insurance**

- ▶ cover you and your family for amounts which you or your family become legally liable to pay as compensation for claims arising from an incident which occurs during the term of your Policy

- outside the site, within Australia
- in your home or on the site for which you or your family are responsible as owner or occupier

- ▶ cover you and your family if

you are a tenant and you or your family cause loss or damage during the term of your Policy to any property that

- is owned by your landlord, and
- has been left in your home by your landlord for you to use

- ▶ cover legal costs when our lawyers act in connection with these claims

**however**

- ▶ the most we will pay in relation to any one incident is \$10 million (inclusive of GST)

- any legal costs we pay in relation to a liability claim are over and above the \$10 million (inclusive of GST).

*For liability exclusions, see pages 36 to 37*

*if someone is making a liability claim against you, see page 58*

POLICY WHAT YOU ARE COVERED FOR

**Lightning**

If your home or contents suffer loss or damage caused by lightning

we will under contents insurance

- ▶ replace or repair your damaged contents

we will under buildings insurance

- ▶ rebuild or repair that part of your home that was damaged.

**Oil – leaking or escaping**

If your home or contents suffer loss or damage caused by oil leaking from a fixed heating system or sealed portable heater

we will under contents insurance

- ▶ replace or repair your damaged contents

we will under buildings insurance

- ▶ rebuild or repair that part of your home that was damaged

however

- ▶ we will NOT replace or repair the item that the oil leaked or escaped from
- ▶ we will NOT pay to locate the cause of damage unless we have agreed to the costs beforehand.

**Riots, civil commotion, industrial or political disturbances**

If your home or contents suffer loss or damage caused by any riot, civil commotion, or industrial or political disturbance

we will under contents insurance

- ▶ replace or repair your damaged contents

we will under buildings insurance

- ▶ rebuild or repair that part of your home that was damaged.



**Storm**

**if your home or contents suffer loss or damage caused by**

- a violent wind, cyclone or tornado
- thunderstorm or hail which may be accompanied by rain or snow, or
- a sudden, excessive run-off of water as a direct result of a storm in your local area

**we will under contents insurance**

- ▶ replace or repair your damaged contents
- we will under buildings insurance
  - ▶ rebuild or repair that part of your home that was damaged
  - ▶ rebuild or repair that part of any gate, fence or free-standing wall that was damaged by wind, *unless*
    - they were not kept in good order and repair, that is, they were not structurally sound or well maintained

**however**

- ▶ we will NOT cover loss or damage caused by flood
- ▶ we will NOT cover loss or damage caused by storm for the first 48 hours of this Policy, *unless*
  - risk passed to you as purchaser of your home immediately before you took out this Policy, or
  - you signed a lease contract for your home immediately before you took out this Policy, or
  - your Policy commenced immediately after another policy covering the same risk expired, without a break in cover

**however under contents insurance**

- ▶ we will NOT cover loss or damage caused by storm
  - to swimming pool or spa covers, or
  - to detachable covers

**however under buildings insurance**

- ▶ we will NOT cover loss or damage caused by storm to retaining walls, or when water enters through an opening that was not created by the storm.

GO TO ▶ *how this policy works* ▶ 3    *what this policy covers* ▶ 4-5    *taking out insurance* ▶ 40    *claims* ▶ 56    *glossary* ▶ 69    *contact us* ▶ back cover

POLICY WHAT YOU ARE COVERED FOR

**Strata title properties – fixtures**

If your home is a strata or similar scheme property and suffers loss or damage as a result of an incident described on pages 6 to 17, and we have agreed to pay your claim

we will under contents insurance

- ▶ cover the following fixtures
  - built-in furniture and cupboards
  - stoves
  - hot water services
  - shower screens
  - paint and wallpaper
  - built-in air-conditioner
  - fixed awnings

however

- ▶ we will NOT cover loss or damage caused by storm to the interior of your home when water enters through an opening that was not created by a storm

See storm, page 15

- ▶ we will NOT cover items
  - covered by other insurance policies
  - that are part of common property, or
  - outside the walls of your home.

**Theft or attempted theft**

If your home or contents suffer loss or damage caused by theft or attempted theft

we will under contents insurance

- ▶ replace or repair your damaged contents
- we will under buildings insurance
- ▶ rebuild or repair that part of your home that was damaged

however

- ▶ we will NOT cover loss or damage as a result of theft or attempted theft by you or someone who
  - lives in your home, or
  - has entered your home or site with your consent or that of a person who lives in your home*if you are a landlord this includes your tenants.*

### Vandalism or a malicious act

If your home or contents suffer loss or damage caused by vandalism or a malicious act

we will under contents insurance

- ▶ replace or repair your damaged contents
- we will under buildings insurance
- ▶ rebuild or repair that part of your home that was damaged

however

- ▶ we will NOT cover loss or damage as a result of vandalism or a malicious act by you or by someone who
  - lives in your home, or
  - has entered your home or site with your consent or that of a person who lives in your home
 if you are a landlord this includes your tenants.

### Water – leaking or escaping

If your home or contents suffer loss or damage caused by water leaking or escaping from

- pipes
- road gutters or curbing
- house gutters or drainpipes
- baths, sinks, toilets, basins or any other fixed plumbing apparatus
- washing machines, dishwashers
- refrigerators, heating or cooling systems with a water dispenser
- waterbeds
- an aquarium that holds 60 litres or more of water

however

- ▶ we will NOT cover loss or damage caused by water leaking or escaping from a
  - shower recess or shower base
  - stormwater channel or canal
  - stormwater pipe off the site
- ▶ we will NOT repair or replace the item that the water leaked or escaped from
- ▶ we will NOT pay to locate the cause of damage unless we have agreed to the costs beforehand.

POLICY ADDITIONAL COVER

**Credit card theft from your home**

If your credit card is stolen from your home during a theft or attempted theft, as described on page 16, and we have agreed to pay your claim

we will under contents insurance

- ▶ pay up to \$1,000 (inclusive of GST) towards any amount you must pay to the credit card organisation if
- your credit card is used by someone without your consent

however

- ▶ you must comply with all the conditions of the credit card organisation
- ▶ we will NOT pay more than \$1,000 (inclusive of GST) in total during the term of this policy.

**Electrical components  
– reconnection**

If an electrical appliance is damaged in an incident described on page 9 under *Glass, ceramic and sanitary fixtures – unintentional breakages*, and we have agreed to pay your claim

we will under contents insurance,  
or under buildings insurance

- ▶ pay the reasonable cost of reconnecting any electrical components to the damaged item.

**Food spoilage**

If food is spoiled as a result of an incident described on pages 6 to 17, and we have agreed to pay your claim

we will under contents insurance

- ▶ pay for the cost of replacing any food spoiled

however

- ▶ we will NOT pay for food spoilage if it is the ONLY loss or damage that occurs to your contents, *unless*
- you have purchased optional cover for Fusion or Accidental Damage and we agree to pay your claim under that cover.

**Funeral expenses**

If you or a member of your family die as a result of an incident described on pages 6 to 17, and we have agreed to pay you or your estate's claim

we will under contents insurance, or under buildings insurance

- ▶ pay up to \$10,000 (inclusive of GST) to assist you or your estate with funeral expenses

however

- ▶ the incident must have occurred at the insured address
- ▶ the death must have happened within 90 days of the incident
- ▶ the most we will pay during the term of this Policy is \$10,000 (inclusive of GST).

**Guests' or visitors' belongings**

If contents belonging to your guests or visitors staying with you suffer loss or damage as a result of an incident described on pages 6 to 17, and we have agreed to pay your claim

we will under contents insurance

- ▶ pay up to \$500 (inclusive of GST) to replace or repair your guests' or visitors' belongings

however

- ▶ the incident must have occurred inside your home
- ▶ we will NOT cover cash belonging to guests or visitors
- ▶ the most we will pay during the term of this Policy is \$500 (inclusive of GST).

### Landlords – loss of rent

If you are a landlord and as a result of an incident described on pages 6 to 17 your tenants cannot live in your rental property while it is being repaired or rebuilt, and we have agreed to pay your claim

we will under buildings insurance

- ▶ pay you the rent you lose *this payment is over and above the buildings sum insured*

however

- ▶ we will only pay
  - up to 12 months of rent, or the rent you lose during a reasonable time taken to rebuild or repair the home, whichever is the smaller amount
  - if we agree your tenant cannot live in the home
- ▶ we will NOT pay if you live in the home.

### Locating the cause of damage Demolishing and removing debris Fees arising from rebuilding

If as a result of an incident described on pages 6 to 17 you need to

- locate the cause of damage
- demolish and remove the debris
- pay for fees arising from rebuilding

we will under buildings insurance

- ▶ pay the reasonable costs of
  - locating the cause of any damage if it is not known
  - demolishing and removing debris from your home
  - employing an architect, engineer or surveyor in connection with rebuilding or repairing your home
  - meeting the requirements of a statutory authority

however

- ▶ we must have agreed to pay the costs beforehand
- ▶ the costs must relate directly to the part of your home that suffered the loss or damage
- ▶ we will NOT cover these costs if
  - that part of the home which needs repairing or rebuilding is an illegal construction
  - a statutory authority served a notice on you before the incident occurred
  - we have already paid you the buildings sum insured for the incident you are claiming.

**Lock barrels and key replacement**

If a key for an external lock to your home is stolen during a theft or attempted theft, as described on page 16, and we have agreed to pay your claim

we will under contents insurance, or under buildings insurance

- ▶ pay the reasonable cost of replacing the key and the barrels of the locks it was designed to operate.

**Mortgagee discharge costs**

If you have made a claim for the total loss of your home and we have agreed to pay you the buildings sum insured as a result of an incident described on pages 6 to 17

we will under buildings insurance

- ▶ pay the administrative costs associated with the discharge of any mortgage you have over your home

*these payments are over and above the buildings sum insured.*

**Renovating or altering your home**

If your home or contents suffer loss or damage as a result of an incident described on pages 6 to 17 while you are renovating or altering your home, and we have agreed to pay your claim

we will under contents insurance

- ▶ replace or repair your damaged contents

we will under buildings insurance

- ▶ rebuild or repair that part of your home that was damaged

however

- ▶ we will NOT cover
  - storm or water damage caused when the interior of your home is left exposed to the elements, or your tarpaulins or fixings fail
  - loss or damage to your home or contents as a direct result of the renovations or alterations
  - your responsibility to pay compensation for death or bodily injury to other people that arises out of renovations or alterations to your home costing \$50,000 or more (inclusive of GST).

POLICY ADDITIONAL COVER

**Temporary accommodation –  
home owners that cannot live  
in their home**

If you live in your home permanently but as a result of an incident described on pages 6 to 17 you cannot live in your home, and we have agreed to pay your claim

- ▶ we will under buildings insurance
- ▶ pay for temporary accommodation that we agree is reasonable and appropriate for you, your family and your pets
- ▶ pay for any additional living expenses that we agree are appropriate
- ▶ pay for removing and storing your contents and then returning them to your home
- we will pay these costs over and above the buildings sum insured*

however

- ▶ we will only pay these costs
- for up to 12 months from the time of the damage, or for the reasonable time it takes to rebuild or repair that part of your home that was damaged, whichever is shorter
- if you live in your home permanently
- if we agree that you cannot live in your home
- if we agree to pay the costs beforehand.

**Temporary accommodation –  
strata title owners or tenants that  
cannot live in their home**

If you are a tenant or property owner under a strata or similar scheme and as a result of an incident described on pages 6 to 17 you cannot live in your home, and we have agreed to pay your claim:

- ▶ we will under contents insurance
- ▶ pay for temporary accommodation that we agree is reasonable and appropriate for you, your family and your pets
- ▶ pay for any additional living expenses that we agree are reasonable and appropriate
- ▶ pay for removing and storing your contents and then returning them to your home
- we will pay these costs over and above the contents sum insured*

however

- ▶ we will only pay these costs
- for up to 12 months from the time of the damage, or for the reasonable time it takes to rebuild or repair that part of your home that was damaged, whichever is shorter
- if you are a tenant or an owner of a strata or similar scheme property and live permanently in your home
- if we agree that you cannot live in your home
- ▶ if you are a tenant we will only pay rental expenses over and above what you were paying at the time of the incident.

GO TO ▶ how this policy works ▶ 3 what this policy covers ▶ 4-5 taking out insurance ▶ 40 claims ▶ 56 glossary ▶ 69 contact us ▶ back cover



**Buildings – what we will cover under buildings insurance**

We cover domestic residential buildings for replacement or repairs up to the buildings sum insured

we will under buildings insurance  
 ▶ rebuild or repair that part of your home that was damaged as a result of an incident described on pages 6 to 17.

**Contents – what we will cover under contents insurance**

General Contents are all the things you keep in and around your home that are not attached as a permanent structure.

If you own a home or strata unit and you live there, your carpets are included as General Contents. If you are the landlord of a strata unit, your carpets are covered as fixtures and fittings.

Under contents insurance, we will cover your General Contents items for their replacement value up to the contents sum insured.

However, there are some contents we will only cover up to a certain amount.

If the following General Contents in or around your home suffer loss or damage as a result of an incident described on pages 6 to 17

the most we will pay to repair or replace

- ▶ computer software  
 is the cost of replacing the software only
  - ▶ title deeds, passports, bonds and negotiable documents  
 is the cost of replacing the document only
  - ▶ cash, cheques, money orders, gift certificates and other negotiable financial documents  
 is \$200 in total (inclusive of GST)
  - ▶ accessories, equipment or spare parts for, but not attached to, an aerial device, aircraft, caravan, motor vehicle, sailboard, trailer or watercraft  
 is \$500 in total (inclusive of GST)  
*you cannot increase the cover for these items.*
- See next page for more contents items that have a set amount that we will pay, but can have their cover increased*

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### Contents – the most we will pay

These General Contents items have a maximum amount we will pay on any claim.

That amount CAN be increased by specifying these items and paying an additional premium.

If you choose not to specify any of the following items and leave them under General Contents, there is a maximum amount that we will pay

- The most we will pay to repair or replace**
- ▶ jewellery
    - is \$1,000 in total (inclusive of GST)
  - ▶ watches
    - is \$1,000 in total (inclusive of GST)
  - ▶ card collections
    - is \$2,500 in total (inclusive of GST)
  - ▶ CDs, DVDs, records, tapes, game cartridges and discs of any sort
    - is \$2,500 in total (inclusive of GST)
  - ▶ curios or objects valued as curiosities
    - is \$2,500 in total (inclusive of GST)
  - ▶ gold or silver items but not coins, bullion, sovereigns, watches and jewellery
    - is \$2,500 in total (inclusive of GST)
  - ▶ stamps/medals
    - is \$2,500 in total (inclusive of GST)
  - ▶ uncirculated mint issue or proof coins or notes, ancient or rare coins or notes, sovereigns and bullion
    - is \$2,500 in total (inclusive of GST)
  - ▶ works of art
    - is \$2,500 in total (inclusive of GST)
  - ▶ tools of trade inside your home
    - is \$1,000 (Inclusive of GST)

however

- ▶ you CAN increase your cover for these items by listing them as Specified Items and paying an additional premium
- ▶ for tools of trade the limit will not apply if you have notified us that you are operating a business, trade or profession from your home and we have agreed to cover you.  
*For details on how you can increase your cover, see pages 32 to 34*

### Contents – inside your home

If contents belonging to you suffer loss or damage as a result of an incident described on pages 6 to 17

#### we will cover

- ▶ contents inside your home, including contents you or your family are responsible for as part of a hire or lease agreement or written employment contract

#### however

- ▶ the most we will pay on any claim is the contents sum insured.  
*See your current Certificate of Insurance for the contents sum insured*

### Contents – outside your home but in the open air at your site

If General Contents belonging to you suffer loss or damage as a result of an incident described on pages 6 to 17

#### we will cover

- ▶ General Contents outside your home, including contents you or your family are responsible for as part of a hire or lease agreement or written employment contract

#### however

- ▶ we will NOT cover
  - cash
  - computers and their equipment
  - mobile phones or pagers
  - specified items
  - tools of trade
  - General Contents for sale, on display, exhibition or on consignment
  - General Contents in or on a caravan, mobile home or watercraft
- ▶ the most we will pay for any claim is 20% of the sum insured for General Contents.

*See your current Certificate of Insurance for the General Contents sum insured*

### Contents – away from your home and outside your site

If General Contents belonging to you suffer loss or damage as a result of an incident described on pages 6 to 17

#### we will cover

- ▶ General Contents when they are outside your site but in a building within Australia if
  - you are temporarily residing in that building for 60 days or less
  - you store them in a safety deposit box at a bank
  - you temporarily entrust them to someone else for personal use at their home or site for 60 days or less

#### however

- ▶ we will NOT cover
  - cash
  - computers and their equipment
  - mobile phones or pagers
  - Specified Items
  - the contents items listed on page 24, including those that are specified
  - tools of trade
  - General Contents for sale, on display, exhibition or on consignment
  - General Contents in or on a motor vehicle, motorcycle, trailer, tent, caravan, mobile home, watercraft or aircraft
- ▶ the most we will pay for any claim is 20% of the sum insured for General Contents.

See your current Certificate of Insurance for the General Contents sum insured

### Contents – at different sites when you are changing homes

If contents belonging to you suffer loss or damage as a result of an incident described on pages 6 to 17

#### we will cover

- ▶ contents when you are insured with us and you are moving from your home to a new permanent home in Australia, and your contents are located at both homes
  - for up to 14 days from the day you start moving

#### however

- ▶ you must provide us with details of your new home within 14 days from the day you start moving
- ▶ for the policy to cover your contents after 14 days
  - we must agree to cover your contents at your new home
  - you need to pay us any additional premium
- ▶ the most we will pay is the contents sum insured.

See your *current Certificate of Insurance for the contents sum insured*

### Contents – in transit when you are changing homes

If contents belonging to you suffer loss or damage

#### we will cover

- ▶ contents when you are insured with us and you are moving from your home to a new permanent home in Australia, if the vehicle being used to transport them is
  - damaged or destroyed by fire
  - stolen
  - involved in a collision

#### however

- ▶ we will only cover contents while they are in the vehicle being used to transport them
  - ▶ the most we will pay is the contents sum insured.
- See your *current Certificate of Insurance for the contents sum insured*

## Contents – in storage

If General Contents belonging to you suffer loss or damage as a result of an incident described on pages 6 to 17

### we will cover

- ▶ General Contents while they are in storage

### however

- ▶ you need to tell us beforehand
  - that you are storing General Contents
  - which items you are storing plus their value
  - the storage address
- ▶ we must agree to cover them
- ▶ we will NOT cover
  - cash
  - the contents items listed on page 24, including those that are specified
  - tools of trade
  - General Contents for sale, on display, exhibition or on consignment
- ▶ we will NOT cover you if you or your family conduct a business, trade or profession from your storage facility
- ▶ the most we will pay is the General Contents sum insured.

**Options you can add by paying more  
— Accidental Damage**

Accidental Damage is damage caused unintentionally and the cover is in addition to the cover for the incidents described on page 6 to 17

You can choose to pay more and increase your home or contents cover to include Accidental Damage

*If you choose this option it will be noted on your current Certificate of Insurance*

**if you choose this option**

we will under contents insurance

- ▶ replace or repair any damaged General Contents item or Specified Item when it is in your home or at the site
  - the maximum amounts we will pay for contents items on pages 23 and 24 apply

we will under buildings insurance

- ▶ rebuild or repair that part of your home that was damaged

**however**

- ▶ we will NOT cover damage caused intentionally
- ▶ we will NOT cover damage caused by
  - inherent defects and structural defects
  - mildew and algae
  - any animals kept at the site
  - the settling, shrinkage or expansion in buildings, foundations, walls or pavements
  - water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
  - the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repairs
  - any process of cleaning involving the use of chemicals
- ▶ we will NOT cover damage to
  - swimming pools or similar structures as a result of hydrostatic pressure
  - electronic equipment or data as a result of electronic or mechanical malfunction or failure, or by virus or processing error
  - fishing or sporting equipment, musical instruments or firearms while in use.

**POLICY OPTIONS YOU CAN ADD TO YOUR COVER**

**Options you can add by paying more  
– Domestic Workers Compensation  
Insurance (NSW only) for people  
employed by you**

If you employ a person to do work around your home such as cleaning or gardening, you may need Domestic Workers Compensation Insurance to cover you against claims for injury

*If you choose this option it will be noted on your current Certificate of Insurance*

**if you choose this option we will under contents insurance**

- ▶ cover you and your family for all amounts that you become legally liable to pay as compensation for any claim for an injury that occurs to the worker while working for you
  - in your home or on the site for which you or your family are responsible as owner or occupier
- ▶ cover legal costs when our lawyers act in connection with these claims

**however**

- ▶ this is a statutory insurance policy issued under NSW Workers Compensation legislation and is only available in NSW. The policy covers persons deemed to be employees or workers. The amount payable, together with the terms of the policy, is governed by the laws of NSW.
- ▶ this cover will be fully reinsured by CGU Workers Compensation (NSW) Limited ABN 19 003 181 002.



**Options you can add by paying more**  
**– Fusion of electric motors**

Electric motors that burn out are not covered by any of the incidents described on pages 6 to 17

However, you can choose to cover Fusion of electric motors

*If you choose this option it will be noted on your current Certificate of Insurance*

**if you choose this option**

**we will under contents insurance**

- ▶ pay the cost of
  - repairing or replacing the fused electric motor when it is part of a General Contents item
  - the service call and labour charges
  - replacing food that is spoilt as a result of the fusion
  - temporary refrigeration or ice to prevent food spoiling

**we will under buildings insurance**

- ▶ pay the cost of
  - repairing or replacing the fused electric motor when it forms part of your home
  - the service call and labour charges

**however**

- ▶ we will NOT cover fusion of an electric motor that is
  - 10 years old or more
  - covered by a warranty
  - used for a business, trade or profession
  - not kept at the site
- ▶ we will NOT pay any additional costs to remove or reinstall submerged or underground motors.

**POLICY OPTIONS YOU CAN ADD TO YOUR COVER**

**Options you can add by paying more  
– Specified Items, inside your home**

You can choose to increase the amount we will pay for valuables if they suffer loss or damage as a result of an incident described on pages 6 to 17 **INSIDE** your home. They will then be listed as Specified Items

Check the contents cover on page 24 to see if it meets your needs

*If you choose this option it will be noted on your current Certificate of Insurance*

if you choose this option

we will under contents insurance

- ▶ repair or replace your damaged Specified Items

however

- ▶ we will **NOT** cover Specified Items outside your home.

*To increase your cover for items OUTSIDE your home, see next page*

**Options you can add by paying more – Specified Portable Valuables**

You can choose to increase the amount for portable items **INSIDE** and **OUTSIDE** your home by separately listing each item, and telling us their replacement value. They will then be listed as Specified Portable Valuables.

*If you choose this option it will be noted on your current Certificate of Insurance*

if you choose this option

we will under contents insurance

- ▶ replace or repair any items that are damaged, lost or stolen anywhere in Australia or New Zealand
- ▶ pay up to \$10,000 (inclusive of GST) of your Specified Portable Valuables sum insured to repair any items that are damaged, lost or stolen anywhere else in the world

however

- ▶ you may need to provide written valuations or receipts – we will tell you if this is necessary
- ▶ do not include Specified Portable Valuables under General Contents, Specified Items or Unspecified Portable Valuables, otherwise you are insuring them twice
- ▶ we will **NOT** cover loss or damage as a result of
  - over-winding of watches or clocks
  - scratching or denting
- ▶ we will **NOT** cover
  - items being cleaned, repaired or restored
  - fishing or sporting equipment, musical instruments or firearms while in use
  - items for sale, on display, exhibition or on consignment
  - items used for any business, trade or profession
  - mechanical, structural or electrical failure of an item.

### Options you can add by paying more — Unspecified Portable Valuables

You can choose to increase cover for portable items **INSIDE** and **OUTSIDE** your home without specifying them by choosing a set amount of increased cover for all of them. This is Unspecified Portable Valuables cover.

*If you choose this option it will be noted on your current Certificate of Insurance.*

**if you choose this option we will under contents insurance**

- ▶ replace or repair any of the following items that are damaged, lost or stolen anywhere in Australia or New Zealand
  - baby capsules, child car seats, prams
  - bicycles
  - binoculars, opera glasses, telescopes
  - cosmetics and toiletries
  - handbags, purses and wallets, excluding their contents
  - medals
  - musical instruments
  - non-fabric travel bags, suitcases and briefcases, excluding their contents
  - photographic and video equipment and associated accessories
  - picnic sets, picnic rugs and non-fabric camping equipment
  - portable music systems, CB radios
  - sporting equipment and associated accessories
  - typewriters, calculators and electronic organisers
  - writing instruments

**however**

- ▶ you must choose an amount from \$100, \$200, \$3000, \$4000, or \$5000
- ▶ the most we will pay for any single item is 20% of the amount you chose for Unspecified Portable Valuables cover
- ▶ the most we will pay for all Unspecified Portable Valuables claims is the amount you have chosen for Unspecified Portable Valuables cover
- ▶ we will **NOT** cover
  - items being cleaned, repaired or restored
  - fishing or sporting equipment, musical instruments or firearms while in use
  - items for sale, on display, exhibition or on consignment
  - items used for any business, trade or profession
  - mechanical, structural or electrical failure of an item.

## What you are not covered for - general exclusions

we will NOT cover	we will NOT cover	we will NOT cover
<ul style="list-style-type: none"> <li>▶ loss, damage, injury or death that occurs as a result of                             <ul style="list-style-type: none"> <li>• flood</li> <li>• wear, tear, rust, corrosion, deterioration or erosion</li> <li>• depreciation</li> <li>• the sea, high water or tidal wave</li> <li>• storm surge – the increase in sea level that usually occurs with an intense storm or cyclone</li> <li>• atmospheric conditions or extreme temperature</li> <li>• vermin, rodents, insects or birds</li> <li>• subsidence or landslide unless it happens immediately following an earthquake or explosion</li> <li>• toxic mould</li> <li>• tree lopping or felling on the site</li> <li>• tree roots</li> <li>• radioactivity, or the use or escape of any nuclear fuel, material or waste</li> </ul> </li> </ul> <p><i>Continued next column</i></p>	<ul style="list-style-type: none"> <li>▶ loss, damage, injury or death that occurs as a result of                             <ul style="list-style-type: none"> <li>• any war – whether it is formally declared or not – or hostilities or rebellion</li> <li>• the lawful seizure, confiscation, nationalisation, or requisition of your home or anything else covered by this Policy</li> <li>• faulty design or workmanship</li> <li>• pollutants or contaminants that discharge or escape</li> <li>• any act of terrorism that involves any biological, chemical, or nuclear pollution or contamination</li> </ul> </li> <li>▶ accidental damage, <i>unless</i> <ul style="list-style-type: none"> <li>• you have paid the additional premium for this cover</li> </ul> </li> <li>▶ fusion of electric motors, <i>unless</i> <ul style="list-style-type: none"> <li>• you have paid the additional premium for this cover</li> </ul> </li> </ul> <p><i>Continued next column</i></p>	<ul style="list-style-type: none"> <li>▶ loss or damage to Portable Valuables, <i>unless</i> <ul style="list-style-type: none"> <li>• you have paid the additional premium for this cover</li> </ul> </li> <li>▶ goods kept for sale or distribution or on display, exhibition or consignment</li> <li>▶ items sent by post or courier, or on consignment</li> <li>▶ loss or damage intentionally caused by you or your family or a person acting with the consent of you or your family – <i>if you are a landlord this includes your tenants</i></li> <li>▶ mechanical, structural or electrical failure of an item</li> <li>▶ costs arising from any business interruption</li> <li>▶ stock used for a business, trade or profession</li> <li>▶ the cost of re-installing or replacing electronically stored files</li> <li>▶ the intellectual or sentimental value of an item.</li> </ul>

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### What you are not covered for – liability exclusions

**we will NOT cover**

- ▶ death or bodily injury to you or your family
- ▶ damage to property which you or your family own or have in your custody or control, *unless*
  - you are a tenant and you or your family cause loss or damage to any property that is owned by your landlord, or that has been left in your home by your landlord for you and your family to use
- ▶ death or bodily injury to any person who lives with you, or damage to property which they own or have in their custody or control, *unless*
  - they are a boarder or tenant

*Continued next column*

**we will NOT cover**

- ▶ you or your family if
- the incident that occurred was not during the term of your Policy
- liability arises only because you or your family agreed to accept liability for the claim
- liability arises from death or bodily injury to any person employed by you or your family under a contract of service, *and* you are required by law to hold compulsory workers compensation insurance to cover that liability, *unless*
  - the person was employed by you or your family to do work around your home and you chose to include the Domestic Workers Compensation option under contents insurance in NSW only

*Continued next column*

**we will NOT cover**

- ▶ you or your family if liability arises or results from
  - any intentional act or omission by you or your family, or a person acting with the consent of you or your family
  - any act or omission by you or your family, or a person acting with the consent of you or your family, which demonstrates a reckless disregard for the consequences of that act or omission
  - a deliberate and unlawful act by you or your family, or a person acting with the consent of you or your family
- any business, trade or profession, unless the only income received by you or your family is rental income from renting your home or any part of your home for domestic purposes
- any professional, recreational or amateur sporting activity

*Continued next page*

*continued*

**What you are not covered for**  
— liability exclusions

**we will NOT cover**

- ▶ you or your family if liability arises or results from
  - the transmission of disease by you or your family
  - using or owning a vehicle, aircraft or watercraft, *unless* it is a bicycle, mobility scooter, wheelchair, golf buggy, cart or remote control toy
  - erosion, subsidence or landslide
  - tree lopping or tree felling on the site
  - your home or the site being used for the purpose of farming
  - the presence of asbestos in your home or on the site
  - building work being carried out by you or your family at your home or at the site and the value of the building work is \$50,000 or more

*Continued next column*

**we will NOT cover**

- ▶ an incident caused by an animal, *unless*
  - it is a dog, cat or horse kept as a pet in your home or on the site, *or*
  - it is a horse kept as a pet off-site on a gisement, and is not used for racing or commercial purposes
- ▶ an incident caused by a dog if a relevant authority has declared it to be a dangerous dog
- ▶ fines or court costs as a result of you or your family being charged under any local, state or federal government legislation relating to animals.

POLICY WHAT YOU ARE NOT COVERED FOR

**What you are not covered for – buildings that we will NOT cover**

- ▶ we will NOT cover
- ▶ boarding houses or hostels
- ▶ hotels or motels
- ▶ commercial buildings
- ▶ exhibition or display homes
- ▶ commercial farm buildings.

**What you are not covered for – items that we do NOT consider to be contents**

- ▶ we will NOT cover
  - ▶ animals
  - ▶ building materials
  - ▶ credit or financial transaction cards
  - ▶ goods kept for sale, distribution or on consignment
  - ▶ illegal items, illegal firearms and illegally stored firearms
  - ▶ items permanently attached or fixed to your home
  - ▶ loose or unset gemstones
  - ▶ manuscripts
  - ▶ plants, trees or shrubs growing in the ground, grass, rocks, landscaping and soil on the site
  - ▶ stock used in any business, trade or profession
- ▶ we will NOT cover
  - ▶ watercraft, sailboards, trailers, caravans, aircraft or aerial devices
  - ▶ vehicles including
    - motor vehicles
    - ride-on vehicles such as motorised golf buggies or cars, *unless* it is a ride-on lawnmower used solely for the purpose of mowing lawns
  - ▶ any registerable motorcycles and any motorcycles greater than 75cc.  
*We do not consider a child's ride on toy motorised vehicle under 75cc to be a vehicle.*

*Continued next column*



## Helpline 132 900 — help with emergencies

**Our 24 hour Helpline offers immediate advice and emergency assistance over the phone**

### Help at your home

We can help you over the phone with maintenance or repair problems by

- ▶ arranging for a qualified tradesperson to give you expert advice and assistance over the phone
- ▶ arranging for a reliable tradesperson to give an estimate of the likely repair costs.

### Travel help

If you or your family are away from home in Australia we will arrange access to a phone service which gives assistance with

- ▶ travel advice and directions
- ▶ booking accommodation or making changes to your travel arrangements
- ▶ organising the transfer of your funds or clothing in the event of an emergency
- ▶ cancellation of credit and account access cards
- ▶ reissuing lost or stolen tickets
- ▶ emergency messages.

*Continued next column*

### Help with illness or injury

If you or your family suffer an illness or are injured while you are away from home in Australia we will

- ▶ arrange for you to talk to a trained nurse or doctor, by phone, who may refer you to a local doctor or medical facility
- ▶ monitor medical treatment while in hospital
- ▶ communicate with relatives or friends on behalf of the ill or injured person
- ▶ arrange and pay up to \$1,000 (inclusive of GST) for trauma counselling, if we agree it is required.

### However

We do not cover

- ▶ any fees, charges or costs, except for trauma counselling up to \$1,000 (inclusive of GST).

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# Taking out insurance

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## Choose the right insurance

Home Insurance is divided into buildings cover and contents cover. This means that you can choose either or both types of cover or choose to combine them in one policy.

### If you choose Home Contents Insurance

- ▶ we cover your contents for their replacement value if they suffer loss or damage due to the incidents described on pages 6 to 17, and in the situations described on pages 25 to 28
- ▶ we choose whether to replace or repair the contents, or pay you the cost of doing so
- ▶ we cover you up to the contents sum insured, which is the total amount of all the contents insured *however*
  - you can increase your cover on some contents items by paying extra
  - you can pay extra to cover your contents against Accidental Damage, Fusion of electric motors and/or Domestic Workers Compensation Insurance (NSW only).

*The different ways to increase your cover are explained on pages 29 to 34*

### If you choose Home Buildings Insurance

- ▶ we cover your home buildings for their replacement value if they suffer loss or damage due to the incidents described on pages 6 to 17
- ▶ we choose whether to rebuild or repair the damaged part of your home, or pay you the cost of doing so
- ▶ we cover you up to the buildings sum insured
- ▶ you can pay extra to cover your buildings against Accidental Damage and/or Fusion of electric motors.

## Make sure that you insure for the right amount

Check that you have the cover you need by making sure the sum insured accurately reflects the current replacement value of your home and/or contents.

To help you do this, visit our website and use the building and contents calculators to estimate your sum insured.

We may increase your sum insured for Buildings and General Contents at each renewal to take into account rebuilding costs, rising contents replacement costs and any items that you may have purchased. However, you can adjust your sum insured at any time during the year.

Here are some tips to get you started.

### For Contents Insurance

- ▶ Decide what type of cover you need for your contents. Page 44 explains the different levels of cover you can choose for your contents
- ▶ Remember to calculate how much to insure your contents for based on their replacement cost at today's prices, not the price you bought them for.

### For Buildings Insurance

- ▶ When calculating how much to insure your home for, remember to include the costs of
  - improvements in or around your home that will increase the cost of rebuilding or repairing it
  - clothes hoists, fences, gates, paths, driveways, fixed landscaping, swimming pools, garages, sheds, removing debris
  - employing an architect, engineer or surveyor
  - luxury fittings such as marble or granite benchtops and floors, gold tap fittings
  - rebuilding on a remote site, or a site with a slope or difficult access.

### Check your policy carefully

- ▶ Before you pay your premium, read your Policy thoroughly to make sure you have the cover you want on the things you want
- ▶ It is your responsibility to make sure the sum insured accurately reflects the replacement value of your home and/or contents.

**Calculating your buildings sum insured**

- 1 Do NOT include your land value
  - ▶ The replacement value of your home does not include the value of the land it is on, or of any of the land that makes up your property. Do not include it in your calculations. *Go to 2*
- 2 Include any home improvements
  - ▶ The replacement value of your home should include the structure and any improvements in or around your home that will increase the cost to rebuild or repair it. *Go to 3*
- 3 Add your home surrounds
  - ▶ Your home's value includes all the other structures and external fixtures on your property which make up the home environment, such as garages, swimming pools, fences and paths. *Go to 4*
- 4 Add any luxury fittings
  - ▶ Include the cost of repairing or replacing any luxury fittings such as gold taps, and granite or marble benchtops. *Go to 5*
- 5 Include other costs associated with rebuilding or repairing
  - ▶ The replacement value of your home should include the likely cost of removing debris, the cost of employing an architect, engineer or surveyor, and the costs associated with rebuilding on a remote site, a site with a slope or difficult access. *Go to 6*
- 6 Calculate your total sum insured
  - ▶ Add all the items together to arrive at your buildings sum insured. *The buildings sum insured will be shown on your Certificate of Insurance*

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## Calculating your contents sum insured

- 1 Check that your contents have adequate cover
  - ▶ General Contents includes everyday items such as furniture, appliances, bedding and clothing. For some items such as watches or jewellery there is a maximum amount we pay. The maximum amounts we pay for General Contents are on pages 23 and 24. However, you CAN increase the cover for the items on page 24 by listing them separately.  
*To increase your cover, go to step 2*
  - 2 Increase the cover for items inside your home
    - ▶ You can increase the maximum amount we will pay for the items on page 24 by listing them as Specified Items. This only covers them INSIDE the home for incidents listed on pages 6 to 17. If you need cover for items outside your home you will need to take out extra cover.  
*There are two ways to do this, go to step 3*
  - 3 Cover items outside your home by listing them separately as Specified Portable Valuables...
    - ▶ You can increase the cover on certain items INSIDE and OUTSIDE your home, anywhere in Australia or New Zealand, by listing them separately as Specified Portable Valuables. This is explained on page 33.
  - 4 OR... cover items outside your home without specifying them
    - ▶ You can increase the cover on certain items to OUTSIDE your home, anywhere in Australia or New Zealand, by choosing a set amount of extra cover under Unspecified Portable Valuables. These items, and the amounts you can nominate, are listed on page 34.
  - 5 If you choose a Portable Valuables option
    - ▶ Do not include those portable items under General Contents cover or Specified Items cover – otherwise you are insuring them twice.  
*Each sum insured will be shown on your current Certificate of Insurance*

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### How we work out your premium

Your premium is based on how much risk it is for us to insure you. If you have a low risk of claiming then you will pay lower premiums than customers who have a high risk of claiming.

We assess the risk levels of individual cases using 'rating factors' based on our experience with claims.

### We calculate your premium using

- ▶ the following risk or rating factors
  - the location of your home
  - the construction type of the home and roof and the approximate year it was built
  - the sum insured
  - the age of the oldest owner
  - the insurance and claims history of the owners
  - the security devices fitted to your home – such as an alarm
  - the cost of any increases to your cover that you have made
  - the discounts that you may be eligible for

however, the total cost will also include

- ▶ any levies applicable government taxes, such as GST, duties or charges  
*See your current Certificate of Insurance for the total amount*

### How you can reduce your premium

There are a number of ways to reduce your premium.

### You can reduce your premium by

- ▶ paying annually instead of in monthly instalments
- ▶ installing an alarm to our specifications – for contents policies only
- ▶ choosing a higher basic excess
- ▶ qualifying for the discounts described on the next page.

## Discounts that you may be eligible for

Customers that take out insurance with us may be eligible for one or more of the following discounts

- Multi-Policy Discount
- Linked Policy Discount
- Years of Insurance Discount
- No Claim Bonus Discount

We calculate the discounts that apply to you before we will tell you what your premium will be.

Multi-Policy, Linked Policy and Years of Insurance Discounts are calculated on the base amount of the premium, before government and other charges are applied.

We calculate your No Claim Bonus Discount after all other discounts have been applied, but before government and other charges are applied.

Any discounts we have applied will be shown on your current Certificate of Insurance

### Multi-Policy Discount

- ▶ applies to each NRMA Home Insurance policy you take out when you also hold the following with us
    - an NRMA Comprehensive Car Insurance Policy\*, and
    - an NRMA CTP Green Slip (NSW residents only)
  - ▶ plus if you also hold NRMA Health Insurance\*\* we will provide a further discount from the next renewal date after taking out your NRMA Health Insurance Policy on every NRMA Home Insurance Policy you hold
- Linked Policy Discount
- ▶ applies if you have an NRMA Home Contents and an NRMA Home Buildings Policy for the same address. This does not apply if you qualify for a Multi-Policy Discount or for combined NRMA Contents and NRMA Building policies in QLD
- Years of Insurance Discount
- ▶ applies if you have continuously held your NRMA Home Insurance Policy for a minimum number of years
- No Claim Bonus
- ▶ is calculated based on the number of years you have had without making a claim.

### however

- ▶ on existing policies, the discount applies from the next renewal
- ▶ NRMA Business Insurance, NRMA Farm Insurance and NRMA Motor Fleet Insurance policies do not entitle you to a Multi-Policy Discount and/or Years of Insurance Discount.
- ▶ *NRMA Comprehensive Car Insurance is a type of insurance cover available under the NRMA Motor Vehicle Insurance policy. NRMA Motor Vehicle Insurance is issued by Insurance Australia Limited trading as NRMA Insurance. A Product Disclosure Statement (PDS) for this product is available by contacting us and you should consider what the PDS says before you decide to acquire, or continue to hold it.*
- ▶ *NRMA Health Insurance is provided by MBF Health Pty Limited ABN 89 075 799 236, a registered Health Benefits Organisation.*
- ▶ *NRMA Insurance is acting as agent of MBF Health Pty Limited and does not issue or in any way guarantee payment of any claim under any health insurance policy.*



## Home@50

Home@50 is available in NSW, ACT and Queensland.

If you're 50 years or older we offer additional benefits with Home@50.

These benefits are in addition to other features of your Home Insurance Policy such as a dedicated Claims Case Manager and New for Old cover.

You will receive Home@50 if it is noted on your current Certificate of Insurance. There are a number of benefits with Home@50.

We may change the benefits or introduce more benefits from time to time.

To find out how to access Home@50 benefits please contact us.

### Benefits

- ▶ Reduced premiums at 50 – even if you're working full time
- ▶ A Nil basic excess option, so if you make a claim you won't have to pay a basic excess  
*you can still choose a higher excess to lower your premium*
- ▶ Discounts on our Travel Insurance when you purchase it online
- ▶ Discounts on St John training courses and First Aid kits. As a sponsor of St John we are pleased that they are able to offer Home@50 customers discounts on First Aid kits and these training courses
  - Cardio Pulmonary Resuscitation, *and*
  - Emergency First Aid training
- ▶ Discounts on NRMA Home Security systems and monitoring.  
NRMA Home Security is not available in some areas.  
NSW Security Licence Number 405556373  
ACT Registration Number P1127

### Benefits

- ▶ Access to professional and confidential legal advice on one matter for up to one hour per policy year, through our emergency Helpline on 132 900. Subjects covered include:
    - Tenancy/landlord
    - Buying and selling a property
    - Aged care
    - Neighbours and noise
    - Wills, Estates and Probate
    - Contracts advice
    - Powers of Attorney
    - Medical complaints
    - Credit and finance
- We will pay the law firm for one matter up to one hour per policy year. Any charge for additional work is by agreement between you and the law firm. This service is unable to provide advice on any insurance related matter that may involve us or one of our related companies.
- Our Travel Insurance is issued by CGU Insurance Limited ABN 27 004 478 371. An LAG Company. In deciding whether to buy or hold the product, you should consider the Product Disclosure Statement available on our website.*

**Paying your premium --  
annually or monthly**

**You can pay your premium**

- annually – in one lump sum by cash, cheque, credit card, BPAY or EFTPOS
- by monthly instalments by direct debit from your credit card or bank, credit union or building society account. The option to pay your premium by monthly instalments may not always be offered to you. *The total of your monthly payments may be more than if you had paid annually*

**When you pay your premium**

then

- ▶ annually – and your annual payment is dishonoured or not received by the due date noted on your current *Certificate of Insurance*
- ▶ by monthly instalments – and you are paying your premium for the first time
  - ▶ we will deduct the first 2 monthly instalments on the first due date specified in your current *Certificate of Insurance*. We regard this payment as the very first monthly instalment and then all other monthly instalments will be deducted on the remaining due dates specified in your current *Certificate of Insurance*. These are the due dates for each instalment.
  - ▶ If a date specified in your current *Certificate of Insurance* is not a business day we will deduct the relevant instalment on the next business day.

- ▶ by monthly instalments – and the very first monthly instalment
  - is dishonoured on its due date, or
  - is rejected on its due date, or
  - is otherwise unable to be deducted by us from the nominated credit card or account on its due date, or
  - is not received by the due date noted on your current *Certificate of Insurance*
- ▶ this Policy will not operate and you will not be covered if you make a claim

*continued*

**Paying your premium –  
annually or monthly**

When you pay your premium

then

- ▶ by monthly instalments – and you are renewing your Policy
- we will deduct the first monthly instalment on the first due date specified in your *Certificate of Insurance* and then all other monthly instalments will be deducted on the remaining due dates specified in your *Certificate of Insurance*. These are the due dates for each instalment.
- If a date specified in your *Certificate of Insurance* is not a business day we will deduct the relevant instalment on the next business day.
- 
- ▶ by monthly instalments and any instalment other than the very first monthly instalment
    - is dishonoured on its due date, or
    - is rejected on its due date, or
    - is otherwise unable to be deducted by us from the nominated credit card or account on its due date, or
    - is not received by the due date noted on your current *Certificate of Insurance*.
- 
- ▶ by monthly instalments – and the account or credit card details nominated by you change or you wish to change them.
    - ▶ you must contact us at least 2 business days before your next monthly instalment is due to update those details.

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### 21 day cooling-off period

If you are not satisfied with your Policy, you have a cooling-off period that allows you to cancel your Policy within 21 days of it being issued.

You can do this by notifying us within 21 days of your Policy being issued.

if you do, we will

- ▶ give you a full refund of the premium you have paid.

however

- ▶ your cooling-off right does not apply once you make a claim under your Policy.

### You want to make changes to your Policy

If you want to change your Policy or any details of a proposed contract

we will

- ▶ make the change if we agree

however

- ▶ you need to contact us first
- ▶ you need to pay us any additional premium we ask for
- ▶ we need to issue you another current *Certificate of Insurance*.

### You want to cancel your Policy

If you want to cancel your Policy with us

we will

- ▶ deduct an amount from the premium you paid that covers
  - the period that you have been insured for, *and*
  - our cancellation fee, *and*
  - any relevant government charges that may apply in your state
- ▶ then pay you what is left of the premium.

however

- ▶ you must contact us first
- ▶ if you are paying your premium by monthly instalments, you must pay us any unpaid monthly instalments due and our cancellation costs. You authorise us to deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.

**We want to cancel your Policy**

If we want to cancel your Policy, for a reason other than non payment of a monthly instalment

we will

- ▶ provide you with written notice  
*Details of how we give you written notice are in the section below on this page*
- ▶ refund your unused premium after deducting an amount that covers the period that you have been insured for

however

- ▶ if you are paying your premium by monthly instalments, you must pay us any monthly instalments due but unpaid. You authorise us to deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.

**We want to give you written notice**

If we need to provide you with any written notice

we will

- ▶ deliver it personally, or
- ▶ send it to your last known address, or
- ▶ deliver it by fax or electronically where it is permitted by law

**When you are required to provide prior written notification**

you must tell us if you

- ▶ demolish your home
- ▶ conduct building work leaving only the shell of your home intact
- ▶ build a new home on your site

otherwise

- ▶ we may refuse a claim, cancel your Policy, or do both.  
*For a list of things that may put your Policy at risk, see page 67*

## Your Duty of Disclosure – what you must tell us

When you take out or renew a policy with us you have an obligation to answer our questions truthfully, and provide us with any information that could reasonably affect our decision to insure you. This is called your Duty of Disclosure.

### When you answer our 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
- ▶ you must answer honestly
- ▶ you are answering for yourself and for anyone else that you want to be covered by the Policy
- ▶ you have a responsibility to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to our questions

### however

- ▶ if you do not answer our questions in this way
  - we may reduce a claim,
  - 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 never having been in place.

## The General Insurance Code of Practice

The purpose of the code is to raise the standards of practice and service in the general insurance industry.

### The code aims to improve

- ▶ the quality, comprehension and accuracy of policy documents and other information provided to consumers
- ▶ employee and representative training and supervision
- ▶ claims handling and dispute resolution.

### Our commitment to you

We support the code and are committed to continually reviewing our operations to ensure compliance.

## Privacy of your personal information

We are committed to handling your personal information in accordance with the Privacy Act.

We need to collect, use and disclose your personal information in order to consider your application and to provide the cover you have chosen.

You can choose not to give us some or all of your personal information, but this may affect our ability to provide you with cover.

When you provide your personal information to us

- ▶ you acknowledge and consent to us collecting, and using your information
- to consider your insurance application and any subsequent application for insurance

• to underwrite and price any policy issued by us or our related entities

- to calculate and offer discounts
- to issue you with a policy
- to administer the policy
- to investigate, assess and pay any claim made by or against you

▶ and for these purposes, you acknowledge and consent to us collecting your personal information from, and disclosing it on a confidential basis to

- our related entities
- our distributors
- NRMA Motoring & Services\* (NSW/ACT customers only)
- other insurers
- insurance reference bureaus
- law enforcement agencies

*Continued next column*

- investigators
- lawyers
- assessors
- repairers
- advisers, *and/or*
- the agent of any these

When you provide your personal information to us about another person

- ▶ you must be authorised to do so, *and*
- ▶ you must inform that person, unless informing them would pose a serious threat to the life or health of any individual

- who we are,
- how we use and disclose their information, *and*
- that they can gain access to that information.

\*NRMA Motoring & Services is the trading name of National Roads & Motorists Association Limited AEN 77 000 010 506, a separate and unrelated company.

## Privacy of your personal information – marketing purposes

Your personal information helps us to provide you with a range of leading insurance products and services.

We may also use your personal information to offer you additional products and services.

How we handle your personal information is explained in our Privacy Charter.

### When you provide your personal information to us

- ▶ you acknowledge and consent to us collecting and using your personal information on a confidential basis to
  - contact you for market research
  - provide you information and offers about products and services we offer
  - provide you information and offers about products and services offered by NRMA Motoring & Services\* and their related entities, our related entities and by other organisations and to any agent of these that we promote.

- ▶ you acknowledge and consent to us disclosing your personal information on a confidential basis for these marketing purposes to
  - our related entities
  - NRMA Motoring & Services\* and its related entities (NSW/ACT customers only)
  - the agent of any of these

### However

- ▶ you must inform us if you do not want your personal information disclosed or used for these marketing purposes.

See back cover for contact details

\*NRMA Motoring & Services is the trading name of National Roads & Motorists Services' Association Limited. ABN 77 000 010 506 a separated and unrelated company.



### Privacy of your personal information – our Privacy Charter

How we handle your personal information is explained in our Privacy Charter.

Our Privacy Charter includes information on

- ▶ how to contact us regarding information on privacy
- ▶ how to change, cancel or re-activate your marketing consent
- ▶ how to access your personal information.

To get a copy of our Privacy Charter

- ▶ visit our website to view a copy, or pick up a copy at any of our offices.
- See back cover for contact details

### 3 steps to resolve a complaint

#### 1 Talk to us first

- ▶ If you have a complaint, the first thing you should do is speak to one of our staff.
- ▶ If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

See back cover for contact details

- ▶ If the staff member or claims officer are unable to resolve the matter for you, you may request to speak to a manager.

*If you are still not satisfied with the decision you can go to step 2*

#### 2 Seek a review

- ▶ If the matter is still not resolved the manager will refer you to the appropriate internal complaints handling department
  - our internal complaints handling department will conduct a review of your complaint.

*If you are still not satisfied with the decision you can go to step 3*

#### 3 Seek an external review

- ▶ If you are still not happy, you can seek an external review of our decision. We can provide you with information on some options available to you so that you can decide which one suits you best. You may wish to take your complaint to a legal adviser or the independent external body, Insurance Enquiries and Complaints Ltd (IEC).

# Claims

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### How to make a claim

If your home or contents suffer loss or damage call us immediately, 24 hours a day, 7 days a week  
 See back cover for contact details

#### we will

- ▶ give you immediate advice and assistance with your claim
- ▶ organise help through our preferred repairers and suppliers
- ▶ appoint a specially trained case manager who will help you through the process
- ▶ tell you if you need to pay an excess and how to pay it

To find out what your excess is see pages 60 to 61

#### however

- ▶ you may wish to check that your Policy covers you for your claim before calling us.
- To check what this policy covers see pages 4 to 5 of this Product Disclosure Statement and also check your current Certificate of Insurance.

### What you must tell us

We need information from you before we can process your claim

#### you must

- ▶ promptly pass on all information about the claim to us
  - remember that a claim made by any one of the persons named as the insured is a claim made by all of them
- ▶ pass on any additional information that we request

#### otherwise

- ▶ we will be unable to process your claim.

CLAIMS

**Proof of loss and ownership**

When you make a claim you need to provide us with proof of loss and ownership

- ▶ you may need to
  - ▶ provide proof of ownership for any claimed item
  - ▶ produce receipts, valuations, model and serial numbers
  - ▶ provide proof of the value of the items being claimed
- ▶ otherwise
  - ▶ we may not pay you for the item.

**Reporting a theft or attempted theft, vandalism or malicious damage to the police**

- ▶ you must
  - ▶ immediately report to the police any theft or attempted theft, vandalism or malicious damage and keep the incident report number they give you
- ▶ otherwise
  - ▶ we may not pay you.  
*For descriptions of theft and attempted theft, see page 16*
  - ▶ *For descriptions of vandalism and malicious damage, see page 17*

**Inspections and quotes**

When you make a claim

- ▶ we may
  - ▶ need to inspect your home or contents before we can make a decision about your claim
  - ▶ require a quotation from a repairer or supplier we nominate
- ▶ however
  - ▶ in some instances we may need more than one quote and require you to provide additional quotations from different repairers or suppliers.

**If someone makes a liability claim against you**

- ▶ you must
  - ▶ let us know immediately
- ▶ DO NOT
  - ▶ attempt to settle the claim without our permission, or make any admissions to anyone about the incidents, otherwise we may not pay the claim.  
*See page 12 to 13 for liability cover*

**If you are in a business**

if you are in a business registered or required to be registered for GST purposes, and you want to make a claim

- ▶ we require
  - ▶ your Australian Business Number (ABN)
  - ▶ the percentage of input tax credit you have claimed or are entitled to claim on the premium you have paid
- ▶ if we do require a percentage of input tax credit, then
  - ▶ if you were to incur the cost claimed we will reduce any amount we pay under a claim by an amount equal to your input tax credit entitlement
    - this applies to any amount we pay, including where we state that an amount will include GST
  - ▶ any payment in relation to a sum insured or limit of cover will be considered to be made in full even if the amount we pay has been reduced as described above.

**Your responsibilities**

You have a responsibility to co-operate fully with us, even if we have already paid your claim

- ▶ you must
  - ▶ provide us with all the information, documents and help we need to deal with your claim
  - ▶ immediately send us any letters, notices or court documents that you receive about any incident which has resulted or could result in a claim against you
    - otherwise we may not be able to defend you against claims made by others for any incident
- ▶ you may
  - ▶ require you or your family to give evidence in court
  - ▶ attempt to recover the amount we have paid to you from someone else, if we find they are responsible for your loss or damage. If so, we will do this in your name
  - ▶ defend you if it is alleged that you or your family caused someone else loss, damage or injury.

*For a list of other things that may put your claim or cover at risk, see page 67*

GO TO ▶ *how this policy works* ▶ 3 *what this policy covers* ▶ 4-5 *taking out insurance* ▶ 40 *claims* ▶ 56 *glossary* ▶ 69 *contact us* ▶ back cover

## CLAIMS

### What is an excess?

An excess is an amount you contribute towards the cost of a claim.

Excesses help to keep premiums affordable by reducing the amount of small claims that are made.

### If you make a claim you must

- ▶ pay any excess to us, or to the repairer or supplier

however

- ▶ the type of excess you pay will depend on what you are claiming for
- ▶ you do not need to pay an excess for liability claims.

*To find out each excess that applies to your Policy and the amount of the excess, see your current Certificate of Insurance*

### Basic excess

If you make a claim

you must

- ▶ pay the basic excess

unless

- ▶ you are 50 or over and have chosen a nil basic excess
- ▶ you are making a liability claim
- ▶ you are making a claim for Accidental Damage
- ▶ you are making a claim for earthquake loss or damage, and the earthquake excess is higher than your basic excess
- you pay whichever is the higher of the two excess amounts

**Accidental Damage excess**

If you make a claim and you have paid more for the optional Accidental Damage cover

you must

- ▶ pay the accidental damage excess
- this excess replaces the basic excess.

**Earthquake excess**

If you make a claim for loss or damage as a result of an earthquake

you must under buildings insurance

- ▶ pay an earthquake excess

unless

- ▶ the earthquake excess is lower than the basic excess you have chosen
- you pay whichever excess is the higher of the two excess amounts.

**Other**

We may apply an excess for one of the incidents listed on pages 6 to 17

you must

- ▶ pay this excess in addition to the basic excess

if we do this

- ▶ we will have informed you in writing beforehand.

*To check how we notify you in writing, see page 51*

**Settling claims – under contents**

If we agree to cover the claim under contents insurance

we will

- ▶ repair an item, or
- ▶ replace an item with the same or similar type and quality, or
- ▶ pay you the cost to repair or replace the item, or
- ▶ provide you with store credits to replace an item from one of our nominated suppliers, or
- ▶ pay you the sum insured or provide you with store credits from one of our nominated suppliers to the value of the sum insured for
  - General Contents
  - the Specified Items listed on your current *Certificate of Insurance*
  - Unspecified Portable Valuables
  - the Specified Portable Valuables listed on your current *Certificate of Insurance*

however under contents insurance

- ▶ if we choose to
    - repair or replace an item, or
    - repair or replace an item with the same or similar type and quality, or
    - pay you the cost to repair or replace it, or
    - provide you with store credit(s) from one of our nominated suppliers to replace the item
- we can nominate the repairer or supplier and the method of payment
- ▶ if we choose to replace a listed item and its sum insured is less than the replacement value of the item, we can replace the item with an item of similar type
- See your current *Certificate of Insurance* for the sum insured



**Settling claims – under buildings**

**if we agree to cover the claim under buildings insurance**

- |   |   |
|---|---|
| <p><b>we will</b></p> <ul style="list-style-type: none"> <li>▶ repair or rebuild that part of your home which sustained loss or damage, or</li> <li>▶ pay you the cost to repair or rebuild it, whichever is smaller</li> <li>▶ if we choose to pay you the cost to repair or rebuild your home, we will pay the builder directly unless we tell you otherwise</li> </ul> | <p><b>however</b></p> <ul style="list-style-type: none"> <li>▶ if we choose to repair or rebuild your home, we can nominate the repairer, supplier or builder</li> <li>▶ if we choose to pay you the cost to repair or rebuild your home, you may             <ul style="list-style-type: none"> <li>• rebuild or repair that part of your home that was damaged in any way you like</li> <li>• change materials, plans, specifications or size</li> <li>• change the site of your home</li> </ul> </li> </ul> <p><i>we will not cover any increase in costs that these changes may cause</i></p> <ul style="list-style-type: none"> <li>▶ you must start repairing or rebuilding your home within six months from the date of the incident, unless             <ul style="list-style-type: none"> <li>• we have agreed to a longer period in writing</li> </ul> </li> <li>▶ we may cash-settle your claim if             <ul style="list-style-type: none"> <li>• you choose not to repair or rebuild your home</li> <li>• you do not start repairing or rebuilding your home within six months of the incident, or within any longer period we agreed to in writing</li> </ul> </li> <li>• we choose to pay you the cost to repair or rebuild your home</li> </ul> <p><i>the most we will pay is the buildings sum insured or the cost you incurred</i></p> |
|---|---|

GO TO ▶ how this policy works ▶ 3 what this policy covers ▶ 4–5 taking out insurance ▶ 40 claims ▶ 56 glossary ▶ 69 contact us ▶ back cover

CLAIMS

Settling claims – when we pay the sum insured

- ▶ if we decide to pay you the sum insured
  - ▶ we will under contents insurance
    - ▶ pay you
      - the total contents sum insured, or
      - the sum insured for General Contents
    - ▶ we will under buildings insurance
      - ▶ pay you the buildings sum insured
  - ▶ however
    - ▶ your Policy ends and no refund of your premium is owed to you
    - ▶ if you are paying your premium by monthly instalments, we will deduct any outstanding instalments and charges incurred by us in cancelling your Policy by way of direct debit
    - ▶ *the most we will pay is the buildings sum insured or the cost you incurred.*

If your home was totally destroyed

- ▶ we will under buildings insurance
  - ▶ continue liability cover as described on pages 12 to 13 for six months from the date your home was destroyed
- ▶ unless
  - ▶ construction commences at the site, or
  - ▶ you sell the land, or
  - ▶ you take out a new buildings insurance policy for the site.

If you are claiming for a Specified item or a Specified Portable Valuables item

- ▶ we will under contents insurance
  - ▶ pay you the sum insured for
    - the Specified Item
    - the Specified Portable Valuable
- ▶ however
  - ▶ your cover on that item ends
  - ▶ your sum insured is reduced by the amount the item was insured for
  - ▶ no refund of the premium is due
  - ▶ you need to tell us if you want to cover a new item that replaces the original.

For a description of Specified Items and Specified Portable Valuables, see pages 32 to 33  
Continued next page

GO TO ▶ how this policy works ▶ 3 what this policy covers ▶ 4-5 taking out insurance ▶ 40 claims ▶ 56 glossary ▶ 69 contact us ▶ back cover

*continued*

**Settling claims – when we pay the sum insured**

If you are claiming for Unspecified Portable Valuables

we will under contents insurance

- ▶ pay you the sum insured for the Unspecified Portable Valuables

however

- ▶ your cover for Unspecified Portable Valuables ends and no refund of your premium is due – you need to tell us if you want this cover again.

*For a description of Unspecified Portable Valuables see page 34*

**Settling claims – carpet damage**

If carpet in your home suffers loss or damage

we will

- ▶ only repair or replace carpet in the part of your home where it occurred

however

- ▶ we will NOT pay to re-carpet adjoining rooms, or your entire home.

**Settling claims – damaged property**

If there is damaged property remaining after we settle a claim

we will

- ▶ ask you to give it to us, or
- ▶ let you keep it
  - if this happens, you are free to do whatever you like with it

however

- ▶ if we choose not to take possession of damaged property, you may not abandon it to us.

**Settling claims – matching materials**

If the repairs to your home require materials to be matched

we will under buildings insurance

- ▶ attempt to return your home to its former state by matching building materials as far as reasonably possible

however

- ▶ we will only do this to that part of the home where the loss or damage occurred
- ▶ we will not pay for any additional costs of matching materials to create a uniform appearance.

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CLAIMS

**Settling claims – pairs, sets or collections**

if a pair, set or collection you own suffers loss or damage

we will under contents insurance

- ▶ pay the reasonable cost of repairing or replacing the part, or
- ▶ repair or replace the part, or
- ▶ pay the value of that part based on the sum insured
  - we take the amount that the pair, set or collection is insured for, and divide it by the total number of items in the set or collection.

however

- ▶ we will only cover the part of the pair, set or collection that sustained the loss or damage.

*See your current Certificate of Insurance for the sum insured*

**Things that may put your claim or cover at risk**

You may put your insurance claim or cover at risk if you do not meet your obligations to us. We may refuse a claim, cancel your Policy, or do both

- |  |   |
|--|---|
| <p>if you</p> <ul style="list-style-type: none"> <li>▶ are not truthful and frank in any statement you make in a claim or in connection with a claim</li> <li>▶ have been convicted in the last 5 years of a criminal offence relating to fraud, theft or burglary, arson, criminal or wilful damage and have not told us</li> <li>▶ do not take all reasonable care to protect your home and contents against loss or damage</li> <li>▶ do not have or maintain the security devices listed on your current <i>Certificate of Insurance</i></li> <li>▶ do not maintain your home in good repair and condition. This means your home must be watertight, structurally sound, secure and well maintained</li> <li>▶ make admissions, settle or attempt to settle or defend any claims without our agreement. Only we have the right to make admissions, settle claims and defend you</li> </ul> <p><i>Continued next column</i></p> | <p>if you</p> <ul style="list-style-type: none"> <li>▶ do not immediately make a report to the police when you suspect or should have suspected that                             <ul style="list-style-type: none"> <li>• something has been stolen</li> <li>• someone has acted maliciously or vandalised your home or contents, or</li> <li>• an attempt has been made to do either of these things in relation to your property which is insured under your Policy</li> </ul> </li> <li>▶ illegally keep explosives, flammable or combustible substances or liquids in your home or at your site</li> <li>▶ leave your home unoccupied for 60 consecutive days or more and do not maintain it in a lived-in state by                             <ul style="list-style-type: none"> <li>• keeping the lawns mowed and garden tidy</li> <li>• stopping regular mail and newspaper deliveries, <i>and</i></li> <li>• organising someone to check inside and outside your home at least once a week.</li> </ul> </li> </ul> |
|--|---|

### Credit provider's rights

If you or your family have a loan with a credit provider and have used any of the property insured under your Policy as security for that loan

we will

- ▶ treat the property used as security as being under mortgage
- if a credit provider has a mortgage over your home, the credit provider is noted on your current *Certificate of Insurance* but only if you have taken out Buildings Insurance – the credit provider will NOT be noted on a Contents Insurance policy
- if you have Contents Insurance you must advise us of the name of any credit provider at the time of making a claim for a contents item
- ▶ treat any statement by you as a statement by the credit provider

we may

- ▶ recover any payment either in your name or the credit provider's name

however

- ▶ if we decide to cash settle a claim on any of the mortgaged property that is insured, we will pay the credit provider whichever of the following is the smallest amount
  - the contents sum insured or buildings sum insured less any excess and any premium due but unpaid, or
  - the reasonable cost of replacing the mortgaged property, or
  - the balance then owing to the credit provider under the mortgage
- ▶ *a payment to a credit provider will discharge our obligation to you, for the amount paid*
- ▶ if the credit provider fails to provide us with any help we require, then we will not pay the credit provider
- ▶ if you or a credit provider fail to advise us of the credit provider's interest before we pay a contents claim, the cover will not operate for that credit provider.

# Glossary

Use this glossary to find the meaning of words and phrases in this booklet.

## KEY

	under Buildings cover
	under Contents cover

### agistment

means to take in animals and feed or pasture them for payment.

### Accidental Damage

is damage that happens to your home or contents caused unintentionally rather than through a malicious act, and is not covered under any of the incidents described on pages 6 to 17. *You can purchase this as an optional cover.*

### buildings replacement value B

is the amount it would cost to totally rebuild your home at today's prices and make all the home improvements on the site at today's prices.

### buildings sum insured B

is the amount of insurance cover you purchased for the buildings that make up your home. This sum is shown on your current *Certificate of Insurance*, and includes any GST.

### Certificate of Insurance

Your *Certificate of Insurance* is a document outlining the terms and conditions of your contract. Together with this Product Disclosure Statement and Policy Booklet (PDS) – formerly known as a policy booklet – your current *Certificate of Insurance* forms your contract with us, but only after

you have paid for your insurance and we have agreed to insure you. It should be stored in a safe place along with this PDS, as you will need it to make a claim, or as a reference next time you take out insurance.

### contents C

are those items owned by you and your family that are not permanently attached or fixed to the structure of your home. There are four categories

- General Contents
- Specified Items
- Specified Portable Valuables, *and*
- Unspecified Portable Valuables.

### contents replacement value C

is the amount it would cost to replace all your contents at today's prices.

### contents sum insured C

is the separate amount of insurance cover you purchased, including any GST, as the replacement value for either

- your General Contents, including contents in storage and Unspecified Portable Valuables,
- individual Specified Items, or
- individual Specified Portable Valuables.

**contract**

Your Home Insurance Policy is a contract between you and us which provides you with insurance cover in exchange for a premium. That contract is made up of two documents

- this Product Disclosure Statement and Policy Booklet, and
- your current *Certificate of Insurance*.

**de facto**

means a person living with another in what we determine to be a genuine domestic relationship.

**endorsement**

is a document that records an alteration to the terms and conditions of your Policy.

**excess**

is the amount you pay when you make a claim on your Policy. The amount and type of excess that applies to your Policy is shown on your current *Certificate of Insurance*.

**family**

is your legal or de facto spouse and any member of your family or your spouse's family who normally lives with you.

**fittings**

are any items that can be removed from your home without causing damage to your home.

**fixtures**

are any items that are permanently attached or fixed to the structure of your home that cannot be removed without causing damage to your home.

**flood**

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

**fusion**

is the burning out of an electric motor or its wiring as a result of the electric current in it. *You can purchase this as an optional cover.*

**General Contents**

are those items not individually specified, and are not listed individually on your current *Certificate of Insurance*.

**home**

is any fully enclosed building with walls and a roof used primarily for domestic purposes at the site, that can be locked up

- for buildings insurance, this also includes any fixtures or home improvements at the site

- for flats and units, it is the flat or unit identified by its number on your current *Certificate of Insurance*, and includes any lockable storage compartment reserved for your use in another section of the building in which your flat or unit forms a part.

**home improvements**

are any permanent additions in or around your home that add to the cost of rebuilding or repairing it, such as a garage, in-ground pool, above-ground pool when enclosed by decking, carport, pontoon, boat jetty and permanent landscaping features. *We do not consider trees, shrubs, soil or bushland to be home improvements.*

**illness**

is an unexpected illness which we determine is serious or disabling and requiring treatment by a qualified medical practitioner.

**incident**

is a single occurrence, or a series of occurrences arising out of the one event.

**injury**

means bodily injury caused by accidental and external means during the term of your Policy and requiring treatment by a qualified medical practitioner



**monthly instalment**

is the amount you must pay in a month when you have chosen to pay your premium by instalments. The amount may vary from month to month. For example, if you are paying your premium for the first time by monthly instalments, your first monthly instalment actually includes the first two monthly instalments. Details of the monthly instalments are shown on your current *Certificate of Insurance*.

**pet**

is a domestic animal not used for racing or commercial breeding purposes that you keep in your home or on the site.

**Portable Valuables c**

are items that belong to you or your family that can be taken outside your home.

**premium**

is the total amount you pay for your insurance that includes applicable government taxes such as GST, duties or charges payable by you. It is shown on your current *Certificate of Insurance*. If you pay by monthly instalments, the premium means the total of the instalments you must pay for the full policy period.

**Product Disclosure Statement (PDS)**

is the name of this document. The PDS is made up of information which includes how this policy works, what this policy

covers, taking out insurance, how we work out your premium, what is an excess and how to make current *Certificate of Insurance* form your contract with us. If we make changes to the PDS we may provide you with a new PDS or a Supplementary PDS.

**set c**

is a pair or group of items that belong together, are similar in appearance and are related by a common size, shape, colour, pattern or material.

**site**

is the land where your home is located and the yard or garden surrounding it that you use primarily for domestic residential purposes, at the address shown on your current *Certificate of Insurance*. The site includes any land or other area that touches your site and for which any statutory authority has made you responsible, but it does not include the nature strip outside your home.

**Specified Items c**

are contents items that you list separately for insurance cover inside your home. They include

- jewellery or watches
- card collections
- CDs, DVDs, tapes, records, game cartridges and discs of any sort
- curios or objects valued as curiosities

- gold or silver items – but not coins, sovereigns, bullion, watches or jewellery
- stamps and medals
- uncirculated mint issue or proof coins, ancient or rare coins, sovereigns or bullion
- works of art.

Specified Items appear separately on your current *Certificate of Insurance*.

**Specified Portable Valuables c**

are those personal items that belong to you or your family that you can take outside your home and list separately for insurance cover anywhere in Australia or New Zealand. Specified Portable Valuables are listed separately on your current *Certificate of Insurance*. You can purchase this as an optional cover.

**storm**

is a violent wind, cyclone, tornado, thunderstorm or hail which may be accompanied by rain or snow, or a sudden, excessive run-off of water as a direct result of a storm in your local area. It does not include persistent rain by itself.

**storm surge**

is the increase in sea level that usually occurs with an intense storm or cyclone. *Storm surge is not covered by this policy.*

GLOSSARY

**Supplementary Product Disclosure Statement (SPDS)**

is a separate document that updates, corrects or adds to the information contained in this PDS.

**tools of trade c**

are those items or equipment used in any business, trade or profession.

**Unspecified Portable Valuables c**

are those personal items that you nominate a set amount of extra cover for, and do not need to be listed separately. They are valuables that belong to you or your family that you can take outside your home anywhere in Australia or New Zealand. *You can purchase this as an optional cover.*

**us, we and our**

refers to the product issuer named on the back cover of this PDS.

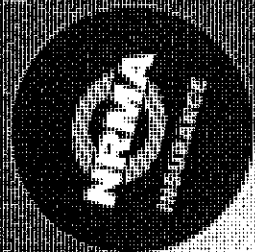
**you**

means the person or persons named as the insured on your current *Certificate of Insurance*. If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of those people as a statement, act, omission or claim by all those people.

**your home**

is the home insured identified on your current *Certificate of Insurance*. If you are a landlord your rental property is identified as the home insured on your current *Certificate of Insurance*.

The information in this booklet is current at the date of preparation. More up-to-date information may be available by calling 132 132. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement Product Disclosure Statement.  
This Product Disclosure Statement is dated 25 June 2004  
©2004.



## Contact

Enquiries and new business 132 132

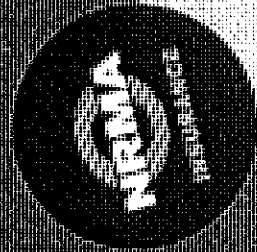
Claims 131 123

Helpline 132 900

Report insurance fraud 1800 237 263

[tirmaid.com.au](http://tirmaid.com.au)

The cover of this magazine is  
provided by the Insurance Risk Management Association  
132 132 (toll free) 131 123 (toll free) 132 900 (toll free)  
1800 237 263 (toll free) 1800 237 263 (toll free)



# Landlord Insurance Product disclosure statement and policy booklet



By choosing NRMA Insurance, you're choosing to get on with the life you enjoy – and stop thinking about the 'what ifs'.

NRMA Insurance has been helping people for many years.

We want to make things simple when it comes to insurance – from being clear about what you're covered for, to less complicated claims.

This booklet tells you what you need to know about your insurance policy. If there's anything you don't understand or need help with, just give us a call on 132 132.

# Landlord Insurance Supplementary Product Disclosure Statements

These Supplementary Product Disclosure Statements (Supplementary PDS) update, and should be read with, the Landlord Insurance Product Disclosure Statement and Policy Booklet (PDS) Edition 1. These documents together with your current Certificate of Insurance make up the terms and conditions of your insurance contract with us.

## SUPPLEMENTARY PDS 1.1

This Supplementary PDS Edition 1.1 will apply to policies with a commencement date on or after 7 May 2007 or with a renewal effective date on or after 7 May 2007.

## RENT DEFAULT – BY YOUR TENANT (PAGE 17)

We have simplified the way we calculate what we will pay you when rent default by a tenant occurs. We will pay up to a maximum of \$3,000\* (inclusive of GST) based on the weekly rental amount that is listed on your rental agreement, and no longer limit the claim to 8 times the weekly rental amount. However, in addition to the current limitations on cover for rent default, we will NOT cover you for rent default if your tenant's rent is in arrears prior to the commencement of your Policy.

\* Please see Supplementary PDS Edition 1.2 for an increase in the rent default limit.



**SETTLING CLAIMS -- UNDER RENT DEFAULT (PAGE 53)**

We have simplified the way we settle a claim for rent default by a tenant. If we agree to cover the claim, we will deduct from the amount you are claiming

- the rent default excess, and
- four times the weekly rental amount.

We will then pay up to a maximum of \$3,000 (inclusive of GST) based on the weekly rental amount that is listed on your rental agreement, and no longer limit the claim to 8 times the weekly rental amount.

**MATTERS OUTLINED ON PAGE 56 UNDER THE HEADING - THINGS THAT MAY PUT YOUR CLAIM OR COVER AT RISK**

Page 56 lists exclusions under the heading "Things that may put your claim or cover at risk" that apply to all cover under the PDS. They are in addition to:

- the General Exclusions outlined on pages 27 to 28 -- the General Exclusions also apply to all cover under the PDS including liability cover
- the Liability Exclusions on page 29 -- the Liability Exclusions apply to the liability cover under the PDS
- any other exclusion and limits on cover contained in the PDS.

**THINGS THAT MAY PUT YOUR CLAIM OR COVER AT RISK (PAGE 56)**

In addition to those things already listed in the PDS that may put your claim at risk, we may also refuse a claim, cancel your Policy, or do both, if you do not take all reasonable steps available to you to relet your property, and/or legally terminate the rental agreement and evict your tenant once you become aware of any conduct by your tenant that may cause you to make a claim under the following sections:  
*Continued next page*



- Rent default – by your tenant
- Theft or attempted theft – by your tenant or their guest
- Vandalism or a malicious act – by your tenant or their guest.

**VANDALISM OR A MALICIOUS ACT (PAGE 20)**

In addition to the limits on cover for vandalism or a malicious act, we will not cover you for loss or damage to your Landlord building or Landlord contents caused by vandalism or a malicious act by a tenant or their guest, if the loss occurred before the commencement of your Policy. Vandalism or malicious acts include intentional and deliberate damage caused by your tenant or their guest.

**PROOF OF LOSS, OWNERSHIP AND TENANCY (PAGE 50)**

In addition to what you may already need to provide us for proof of loss, ownership and tenancy, when you make a claim, you may also need to provide us with all property inspection reports completed during the term of the agreement. This can include the initial condition report completed by your tenant, or any report completed prior to the commencement of the rental agreement.

**GLOSSARY (PAGES 60 TO 63)**

The "Glossary" section on pages 60 to 63 of the PDS is to be read as if it was printed with the following definition included:

- Condition report – a report completed by the tenant and/or agent on the condition of the property.
- Intentional and deliberate damage – damage resulting from an act deliberately performed by your tenant or their guest, with the full knowledge that the act will alter the state of the property, and done without the owners permission.

## **SUPPLEMENTARY PDS 1.2**

**This Supplementary PDS Edition 1.2 will apply to policies with a commencement date on or after 14 January 2008 or with a renewal effective date on or after 14 January 2008.**

### **RENT DEFAULT – BY YOUR TENANT (PAGE 17)\***

We have made a change to the amount we will pay you for rent default by your tenant. The maximum amount we will pay you when you make a claim for rent default by your tenant has increased from \$3,000 (inclusive of GST) to \$5,000 (inclusive of GST).

\* Please see Supplementary PDS 1.1 for previous changes made to rent default.

### **DISCOUNTS THAT YOU MAY BE ELIGIBLE FOR (PAGES 46 TO 48)**

#### **Multi-Policy Discount**

In recognition of the long and proud association between NRMA Insurance and NRMA Motoring & Services, we are pleased to let you know you may now be eligible for a further discount on your insurance products if you also hold an NRMA Motoring & Services Membership\*\* if you hold an NRMA Motoring & Services Membership, in addition to the qualifying policies set out in the PDS, you will be eligible for a further discount on every NRMA Landlord Insurance Policy you hold. Plus if you hold both NRMA Motoring & Services Membership and NRMA Health Insurance the discount is even greater.

Any discounts we have applied will be shown on your current Certificate of Insurance. Please check your certificate to ensure you are getting the discounts you are entitled to and that your personal information is accurate, complete and up to date.

\*\* excludes Club Care, Taxi and BusinessWise memberships. The National Roads and Motorists' Association Ltd ABN 77 000 101 506 (NRMA Motoring & Services) is separate and independent from NRMA Insurance.

### **SUPPLEMENTARY PDS 1.3**

This Supplementary PDS Edition 1.3 will apply to policies with a commencement date on or after 28 September 2008 or with a renewal date on or after 10 November 2008.

#### **DISCOUNTS THAT YOU MAY BE ELIGIBLE FOR (PAGE 38)**

##### **Multi-Policy Discount**

We are pleased to let you know we have broadened the qualifying policies, set out in the PDS, for Multi-Policy Discount. Multi-Policy Discount will now apply to each NRMA Landlord Insurance Policy you take out, when you also hold:

- an NRMA Comprehensive Motor Insurance Policy (Motor Vehicle or Motorcycle), or
- an NRMA Third Party Property Damage Motor Insurance Policy (Motor Vehicle or Motorcycle), or
- an NRMA Third Party Fire & Theft Motor Insurance Policy (Motor Vehicle only),  
and
- an NRMA CTP Greenslip (if your vehicle is registered in NSW).

Plus, if you hold NRMA Motoring & Services Membership\* or NRMA Health Insurance the discount is even greater.

Any discounts we have applied will be shown on your current Certificate of Insurance. Please check your certificate to ensure you are getting the discounts you are entitled to.

\* excludes Club Care, Taxi and Businesswise memberships. The National Roads and Motorists' Association Ltd ABN 77 000 101 506 (NRMA Motoring & Services) is separate and independent from NRMA Insurance.

#### **3 STEPS TO RESOLVE A COMPLAINT (PAGE 46)**

The external dispute resolution scheme is now administered by the Financial Ombudsman Service.

Insurance Australia Limited ABN 11 00 016 722  
AFS Licence No 227681 trading as NRMA Insurance  
388 George Street Sydney NSW 2000

G012831 09/08

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2

## How this policy works

Landlord Insurance provides you with cover for loss or damage to your buildings and contents, and against loss of rental income.

To maximise the benefits of this policy, you should have a valid written rental agreement that states the term of the rental period, the amount of rent payable, and the amount of bond payable by the tenant.

In this booklet your buildings are referred to as 'Landlord buildings' and your contents are referred to as 'Landlord contents'. 'Tenant' refers to any person that is listed on your rental agreement.

This policy provides you with

- ▶ cover for the incidents listed on pages 10 to 21, and
- ▶ additional cover when we agree to pay a claim for one of these incidents, which is listed on pages 22 to 25.

When you take out an insurance policy with us, the cover we agree to provide on your property is set out in your current *Certificate of Insurance*, and described in the Product Disclosure Statement and Policy Booklet (PDS), as well as any Supplementary PDS we may issue. Together, they make up the terms and conditions of your insurance contract with us. Read them carefully and store them in a safe place.

## What this policy covers

Landlord Insurance provides cover against loss or damage to the buildings and/or the contents that make up your property, and against loss of rental income.

4

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## Landlord buildings

### — what we will cover

We cover domestic residential buildings for replacement or repairs up to the Landlord buildings sum insured.

If your Landlord buildings suffer loss or damage as a result of an incident described on pages 10 to 21

we will under buildings insurance

- ▶ repair or rebuild that part of the Landlord buildings that was damaged, which includes
  - walls
  - roof
  - floor, and
  - any structural improvements that make up the Landlord buildings

however

- ▶ the most we will pay on any claim is the Landlord buildings sum insured as shown on your current *Certificate of Insurance*.

*For what we do not consider to be Landlord buildings, see page 30*

If your Landlord buildings are NOT part of a strata title development and your furniture, fittings, furnishings or carpets suffer loss or damage as a result of an incident described on pages 10 to 21

we will under buildings insurance

- ▶ repair or replace
    - furniture
    - fittings
    - furnishings, and
    - carpets
- provided that you have told us about them beforehand, and we have agreed to cover them
- these payments are part of the Landlord buildings sum insured*

however

- ▶ the most we will pay on any claim is 10% of the Landlord buildings sum insured, as shown on your current *Certificate of Insurance*.

*For what we do not consider to be Landlord buildings, see page 30*

**Landlord contents  
- what we will cover**

Landlord contents are all the things that you as the Landlord own at the site that are for the use of the tenant.

Landlord contents include

- furniture and furnishings that you own, such as wall coverings, light fittings, window furnishings and carpets
- domestic appliances that are not built in.

If your Landlord contents suffer loss or damage as a result of an incident described on pages 10 to 21

we will under contents insurance

- ▶ cover your Landlord contents items for their replacement value up to the Landlord contents sum insured
- ▶ cover your Landlord contents inside your Landlord buildings and at the site, including contents you are responsible for as part of a hire or lease agreement

however

- ▶ we will not cover loss or damage to your Landlord contents as a result of an incident that occurs off the site
- ▶ there are maximum amounts we will pay on some contents items.  
*For the maximum amounts we will pay, see page 8*
- For what we do not consider to be Landlord contents, see page 30*

When the buildings in which your Landlord contents are located are

part of a strata title development the term 'contents' also includes fixtures and fittings that are not insurable by the body corporate.

If your Landlord contents are part of a strata title development, and suffer loss or damage as a result of an incident described on pages 10 to 21

we will under contents insurance

- ▶ repair or replace
  - furniture
  - fittings
  - fixtures
  - furnishings, *arriz*
  - carpets
- provided that you have told us about them beforehand and we have agreed to cover them

however

- ▶ we will not cover loss or damage to your Landlord contents as a result of an incident that occurs off the site
- ▶ there are maximum amounts we will pay on some contents items.  
*For the maximum amounts we will pay, see page 8*
- For what we do not consider to be Landlord contents, see page 30*

### Landlord contents

#### – the most we will pay

The following Landlord contents have a maximum amount we will pay on any claim.

#### The most we will pay to repair or replace

- ▶ a lawnmower is \$500 in total (inclusive of GST)
  - ▶ a television is \$2,000 in total (inclusive of GST)
  - ▶ stereo and entertainment systems including game consoles is \$2,000 in total (inclusive of GST)
  - ▶ other electrical items excluding whitegoods is \$2,000 in total (inclusive of GST)
- you cannot increase the cover for these items*

#### however

- ▶ we will not cover loss or damage to your Landlord contents as a result of an incident off the site, or that are part of common property.
- For what we do not consider to be Landlord contents, see page 30*

## Landlord contents

### -- where we will cover contents

if your Landlord contents inside your Landlord buildings suffer loss or damage as a result of an incident described on pages 10 to 21

#### we will

- ▶ cover your Landlord contents inside your Landlord buildings, including Landlord contents you are responsible for as part of a hire or lease agreement

#### however

- ▶ the most we will pay on any claim is the Landlord contents sum insured. See your *current Certificate of Insurance for the Landlord contents sum insured* For a description of what we will cover under Landlord contents, see page 7

if your Landlord contents at your site, but in the open air, suffer loss or damage as a result of an incident described on pages 10 to 21

#### we will

- ▶ cover your Landlord contents outside your Landlord buildings, including Landlord contents you are responsible for as part of a hire or lease agreement

#### however

- ▶ we will NOT cover
  - cash
  - computers and their equipment
  - mobile phones or pagers
  - tools of trade
  - Landlord contents for sale, on display, exhibition or on consignment
  - Landlord contents in, or on, a caravan, mobile home or watercraft
- ▶ the most we will pay for any claim is 20% of the sum insured for your Landlord contents.

See your *current Certificate of Insurance for the Landlord contents sum insured*

For a description of what we will cover under Landlord contents, see page 7

### Animal damage

If your Landlord buildings or Landlord contents suffer loss or damage caused by animals

we will under buildings insurance

▶ repair or rebuild those parts of your Landlord buildings that were damaged

however

▶ we will NOT cover loss or damage caused by

- vermin, rodents, insects or birds
- domestic cats or dogs, or
- any other animal kept at the site

▶ you will need to pay any excess that applies.

we will under contents insurance

▶ repair or replace your damaged Landlord contents

### Earthquake

If your Landlord buildings or Landlord contents suffer loss or damage caused by an earthquake, or a landslide or subsidence that happens immediately as a result of an earthquake

we will under buildings insurance

▶ repair, or rebuild those parts of your Landlord buildings that were damaged

however

▶ you will need to pay any excess that applies.

we will under contents insurance

▶ repair or replace your damaged Landlord contents

### Explosion

If your Landlord buildings or Landlord contents suffer loss or damage caused by an explosion, or a landslide or subsidence that happens immediately as a result of an explosion

we will under buildings insurance

▶ repair or rebuild those parts of your Landlord buildings that were damaged

however

▶ there must be physical evidence of the explosion

▶ we will not pay to repair or replace the item that exploded

▶ you will need to pay any excess that applies.

we will under contents insurance

▶ repair or replace your damaged Landlord contents

## Fire

If your Landlord buildings or Landlord contents suffer loss or damage caused by fire

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were damaged

we will under contents insurance

- ▶ repair or replace your damaged Landlord contents

however

- ▶ we will NOT cover loss or damage as a result of fire started with the intention of causing damage by you, or a person acting with your consent
- ▶ we will NOT cover loss or damage caused by bushfire for the first 48 hours of this policy, *unless*
  - risk passed to you as purchaser immediately before you took out this policy, or
  - your Policy commenced immediately after another policy covering the same risk expired, without a break in cover
- ▶ we will NOT cover loss or damage as a result of scorching or melting where
  - there was no flame, or
  - your Landlord buildings or Landlord contents did not catch fire
- ▶ we will NOT cover loss or damage to any heat or fire-resistant item if it self-combusts
- ▶ you will need to pay any excess that applies.

## Fusion of electric motors

If the electric motors in your Landlord buildings or Landlord contents burn out

we will under buildings insurance

- ▶ pay the cost of
  - repairing or replacing the fused electric motor when it forms part of your Landlord buildings
  - the service call and labour charges

we will under contents insurance

- ▶ pay the cost of
  - repairing or replacing the fused electric motor when it is part of a Landlord contents item
  - the service call and labour charges

however

- ▶ we will NOT cover fusion of an electric motor that is
  - 10 years old or more
  - of commercial capacity
  - covered by a warranty
  - used for a business, trade or profession
  - not kept at the site
- ▶ we will NOT pay any additional costs to remove or re-install submerged or underground motors
- ▶ we will NOT pay for temporary refrigeration, or ice
- ▶ you will need to pay any excess that applies.



**Glass, windows, ceramic and sanitary fixtures – unintentional breakages**

- If there is a fracture that extends through the entire thickness of any
- fixed glass in a window, sky-light, door, shower screen, balcony or pool fence, permanent light fixture, solar heating panel, or fixed glass panel or fixed mirrors
  - ceramic cooktop or oven door
  - vitreous china, acrylic or fibreglass fixed shower base, bath, spa bath, basin, sink, toilet, bidet or sanitary fixtures

that are part of your Landlord buildings

we will under buildings insurance

- ▶ repair or replace the item

however

- ▶ we will NOT cover
  - any breakage as a result of the direct application of heat
  - glass in a greenhouse or glasshouse
  - water or sewerage pipes, or
  - items that were already damaged
- ▶ we will NOT cover any item outside the site
- ▶ you will need to pay any excess that applies.

- If there is a fracture that extends through the entire thickness of any fixed glass in
- furniture
  - any light fitting
  - any mirror or picture
- that are Landlord contents

we will under contents insurance

- ▶ repair or replace the glass
- ▶ repair or replace the damaged frame of a mirror or picture if it is also damaged by the incident

however

- ▶ we will NOT cover glass that was already damaged
- ▶ we will NOT cover glass that is in a television set, radio or visual display unit, computer equipment or scanner
- ▶ we will NOT cover any item outside the walls of your Landlord buildings
- ▶ you will need to pay any excess that applies.

**POLICY WHAT YOU ARE COVERED FOR**

**Impact damage – from falling, flying or moving objects**

- If your Landlord buildings or Landlord contents suffer loss or damage caused by the impact of
- a branch or tree
  - an external aerial, mast, flagpole or satellite dish
  - an aircraft, vehicle or watercraft
  - debris from space, or an aircraft, rocket or satellite

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were damaged

we will under contents insurance

- ▶ repair or replace your damaged Landlord contents

however

- ▶ we will NOT cover loss or damage caused by tree cutting, felling or lopping a tree on the site
- ▶ you will need to pay any excess that applies.

if we agree it is necessary to cut down a tree on the site that caused the damage, then

we will under buildings insurance

- ▶ pay the cost of cutting down and removing the tree
- ▶ treat the stump so it will not grow again

however

- ▶ we will NOT pay to remove the stump
- ▶ we will NOT pay the cost of cutting down or removing the tree if it has not caused any damage to your Landlord buildings or Landlord contents
- ▶ you will need to pay any excess that applies.

**Liability cover**

If an incident occurs during the term of your Landlord Insurance Policy which causes

- death or bodily injury to other people, or
- loss or damage to other people's property

**we will**

- ▶ pay up to \$10 million (inclusive of GST)
- ▶ cover legal costs when our lawyers act in connection with these claims
- ▶ cover you for all amounts which you become legally liable to pay as compensation for claims arising from an incident that occurs
  - during the term of your Policy,
  - inside your Landlord buildings or at the site for which you are responsible, *and*
  - in or on the lot for which you are responsible, if your property is part of a strata title development

**however**

- ▶ this cover does not extend to loss or injury to you
  - ▶ this cover does not extend to an incident that occurs in or at any building, structure or land you own that is outside the site or lot
  - ▶ the most we will pay in relation to any one incident is \$10 million (inclusive of GST)
  - we will pay any legal costs in relation to a liability claim over and above the \$10 million (inclusive of GST).
- For liability exclusions, see page 29*  
*If someone is making a liability claim against you, see page 51*

### Lightning

If your Landlord buildings or Landlord contents suffer loss or damage caused by lightning

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were damaged

however

- ▶ you will need to pay any excess that applies.

we will under contents insurance

- ▶ repair or replace your damaged Landlord contents

### Oil – leaking or escaping

If your Landlord buildings or contents suffer loss or damage caused by oil leaking from a fixed heating system or sealed portable heater

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were damaged

however

- ▶ we will NOT repair or replace the item that the oil leaked or escaped from
- ▶ we will NOT pay the costs to locate the cause of damage, unless we have agreed to the costs beforehand
- ▶ you will need to pay any excess that applies.

we will under contents insurance

- ▶ repair or replace your damaged Landlord contents

### Political or industrial disturbances, riots, or civil commotion

If your Landlord buildings or Landlord contents suffer loss or damage caused by any political or industrial disturbance, riot or civil commotion

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were damaged

however

- ▶ you will need to pay any excess that applies.

we will under contents insurance

- ▶ repair or replace your damaged Landlord contents

**Rent default – by your tenant**

If your tenant stops paying rent to you, including as a result of leaving without notice, during the term of your rental agreement

we will

- ▶ pay you up to
  - eight times the weekly rental amount that is listed on your rental agreement
- ▶ *the maximum amount we will pay is \$3,000 (inclusive of GST)*

however

- ▶ we will deduct from your claim
  - any excess that applies, *and*
  - four times the weekly rental amount that is listed on your rental agreement
- ▶ we will only deduct four times the weekly rental amount once per rental agreement
- ▶ you must have a rental agreement at the time of the incident that states
  - the term of the rental period
  - the amount of rent payable, *and*
  - the amount of bond payable by the tenant
- ▶ we will NOT cover you if we have previously paid a claim to you for
  - rent default
  - theft or attempted theft, or
  - vandalism or a malicious act by a tenant or their guest under the same rental agreement.

## Storm

If your Landlord buildings or Landlord contents suffer loss or damage caused by

- a violent wind, cyclone or tornado
- thunderstorm or hail which may be accompanied by rain or snow, or
- a sudden, excessive run-off of water as a direct result of a storm in your local area

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were damaged
- ▶ repair or rebuild that part of any gate, fence or free-standing wall that was damaged by wind, *unless*
  - they are not kept in good order and repair, that is, they are not structurally sound or well maintained

we will under contents insurance

- ▶ repair or replace your damaged Landlord contents

however

- ▶ we will NOT cover loss or damage caused by storm for the first 48 hours of this policy, *unless*
  - risk passed to you as purchaser immediately before you took out this policy, or
  - your Policy commenced immediately after another policy covering the same risk expired, without a break in cover
- ▶ we will NOT cover loss or damage
  - to swimming pool or spa covers or detachable covers, or
  - to retaining walls
- ▶ we will NOT cover loss or damage to Landlord buildings when water enters through an opening not caused by the storm
- ▶ we will NOT cover loss or damage caused by flood, *unless*
  - you have chosen the option for Flood Cover in SA or WA
- ▶ you will need to pay any excess that applies.

**Theft or attempted theft**

If your Landlord buildings or Landlord contents suffer loss or damage caused by theft or attempted theft by a tenant or their guest

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were stolen or damaged up to a maximum of \$10,000 (inclusive of GST)

we will under contents insurance

- ▶ repair or replace your stolen or damaged Landlord contents up to a maximum of \$10,000 (inclusive of GST)

however

- ▶ we will deduct from your claim
  - any excess that applies, *and*
  - four times the weekly rental amount that is listed on your rental agreement
- ▶ we will only deduct four times the weekly rental amount once per rental agreement
- ▶ we will NOT cover loss or damage by a person who has entered the property with your consent, *unless*
  - they are your tenant or their guest
- ▶ we will NOT cover you if we have previously paid a claim to you for
  - rent default
  - theft or attempted theft, or
  - vandalism or a malicious act by a tenant or their guest under the same rental agreement.

If your Landlord buildings or Landlord contents suffer loss or damage caused by theft or attempted theft by a person OTHER THAN your tenant or their guest

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were stolen or damaged

we will under contents insurance

- ▶ repair or replace your stolen or damaged Landlord contents

however

- ▶ we will NOT cover loss or damage by a person who has entered the property with your consent
- ▶ you will need to pay any excess that applies.

### Vandalism or a malicious act

If your Landlord buildings or Landlord contents suffer loss or damage caused by vandalism or a malicious act by a tenant or their guest

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were damaged up to a maximum of \$10,000 (inclusive of GST) *if a tenant or their guest vandalises or maliciously damages your Landlord buildings by fire or explosion, your claim may be covered under Fire on page 11, or Explosion on page 10*

we will under contents insurance

- ▶ repair or replace your damaged Landlord contents up to a maximum of \$10,000 (inclusive of GST) *if a tenant or their guest vandalises or maliciously damages your Landlord contents by fire or explosion, your claim may be covered under Fire on page 11, or Explosion on page 10*

however

- ▶ we will deduct from your claim
  - any excess that applies, and
  - four times the weekly rental amount that is listed on your rental agreementwe will only deduct four times the weekly rental amount once per rental agreement
- ▶ we will NOT cover loss or damage by a person who has entered the property with your consent, *unless*
  - they are your tenant or their guest
- ▶ we will NOT cover you if we have previously paid a claim to you for
  - rent default
  - theft or attempted theft, or
  - vandalism or a malicious act by a tenant or their guest under the same rental agreement.

If your Landlord buildings or Landlord contents suffer loss or damage caused by vandalism or a malicious act by a person OTHER THAN your tenant or their guest

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were damaged

we will under contents insurance

- ▶ repair or replace your damaged Landlord contents

however

- ▶ we will NOT cover loss or damage by a person who has entered the property with your consent
- ▶ you will need to pay any excess that applies.



**Water – leaking or escaping**

- ▶ if your Landlord buildings or Landlord contents suffer loss or damage caused by water leaking or escaping from
  - an aquarium that holds 60 litres or more of water
  - baths, sinks, toilets, basins or any other fixed plumbing apparatus
  - house gutters or drainpipes
  - pipes
  - refrigerators, heating or cooling systems
  - road gutters or curbing
  - washing machines or dishwashers

we will under buildings insurance  
▶ repair or rebuild those parts of your Landlord buildings that were damaged

we will under contents insurance  
▶ repair or replace your damaged Landlord contents

however

- ▶ we will NOT cover loss or damage caused by water leaking or escaping from a
  - shower recess or shower base
  - stormwater channel or canal
  - stormwater pipe off the site
  - waterbed
- ▶ we will NOT repair or replace the item that the water leaked or escaped from
- ▶ we will NOT pay any costs to locate the cause of damage unless we have agreed to the costs beforehand
- ▶ you will need to pay any excess that applies.

POLICY ADDITIONAL COVER

**Building materials damage**

If you are renovating or altering your property, and building materials or fixtures at the site due to be fitted suffer loss or damage as a result of any incident described on pages 10 to 21, and we have agreed to pay your claim

we will under buildings insurance

- ▶ repair or replace building materials or fixtures valued up to \$1,000 (inclusive of GST)

however

- ▶ we do NOT consider sand, gravel or soil to be building materials
- ▶ we will NOT pay more than \$1,000 (inclusive of GST) in total during the term of this policy.

**Electrical components – reconnection**

If the electrical connection of your Landlord building or Landlord contents electrical appliance is damaged in an incident described on page 13 under *Glass, windows, ceramic and sanitary fixtures – unintentional breakages*, and we have agreed to pay your claim

we will

- ▶ pay the reasonable cost of reconnecting any electrical components to the damaged item.

**Keys, locks and barrels replacement**

If keys for an external lock to your Landlord buildings are stolen or damaged during a theft or attempted theft, as described on page 19, and we have agreed to pay your claim

we will

- ▶ pay the reasonable cost of replacing the keys and the barrels of the locks they were designed to operate up to \$800 (inclusive of GST)

however

- ▶ we will NOT cover you if we have previously paid a claim to you for
  - rent default
  - theft or attempted theft, or
  - vandalism or a malicious act by a tenant or their guest under the same rental agreement.

**Legal fees – after rent default**

If you have made a claim for rent default, as described on page 17, and we have agreed to pay your claim

we will

- ▶ help to minimise your rent default loss by paying up to a maximum of \$5,000 (inclusive of GST) towards the legal costs of any action you take to recover the rent owed to you

however

- ▶ we must have agreed to pay the costs beforehand and the costs must relate directly to the rent recovery
- ▶ we will NOT cover you if we have previously paid a claim to you for rent default by a tenant under the same rental agreement.

**Locating the cause of damage Demolishing and removing debris Fees arising from rebuilding**

If, as a result of an incident described on pages 10 to 21, you need to

- locate the cause of damage
  - demolish and remove the debris
  - pay for fees arising from rebuilding
- and we have agreed to pay your claim

we will under buildings insurance

- ▶ pay the reasonable costs of
  - locating the cause of any damage, if it is not known
  - demolishing and removing debris from the site
  - employing an architect, engineer or surveyor in connection with rebuilding or repairing your Landlord buildings
  - meeting the requirements of a statutory authority

however

- ▶ we must have agreed to pay the costs beforehand, and the costs must relate directly to the parts of your Landlord buildings that suffered the loss or damage
- ▶ we will NOT cover these costs if
  - those parts of your Landlord buildings that need repairing or rebuilding are an illegal construction
  - a statutory authority served a notice on you in relation to your Landlord buildings before the incident occurred
  - we have already paid you the Landlord buildings sum insured for the incident you are claiming.

POLICY ADDITIONAL COVER

Loss of rent – after an incident

If your tenant cannot live at your property while it is being repaired or rebuilt as a result of an incident described on pages 10 to 16 and 18 to 21, and we have agreed to pay your claim

we will

- ▶ pay you
    - up to a maximum of twelve months rent, as listed on your rental agreement, or
    - for what we determine to be a reasonable time to repair or rebuild your Landlord buildings whichever is the smaller amount
- this payment is over and above the Landlord buildings sum insured*

however

- ▶ we will NOT pay loss of rent
  - in addition to a claim for rent default
  - as a result of theft or attempted theft by your tenant or their guest
  - as a result of vandalism or a malicious act by your tenant or their guest
- ▶ we will not pay loss of rent for any time you live at the property
- ▶ we need to agree that your tenant cannot live at the property
- ▶ you must have a rental agreement at the time of the incident that states
  - the term of the rental period
  - the amount of rent payable, *and*
  - the amount of bond payable by the tenant.

**Mortgagee discharge costs**

If you have made a claim for the total loss of your Landlord buildings, and we have agreed to pay you the Landlord buildings sum insured as a result of an incident described on pages 10 to 21

we will under buildings insurance

- ▶ pay the administrative costs associated with the discharge of any mortgage you have over your property

*these payments are over and above the Landlord buildings sum insured.*

**Renovating or altering your property**

If your Landlord buildings or Landlord contents suffer loss or damage as a result of an incident described on pages 10 to 21 while you are renovating or altering your property, and we have agreed to pay your claim

we will under buildings insurance

- ▶ repair or rebuild those parts of your Landlord buildings that were damaged

we will under contents insurance

- ▶ repair or replace your damaged Landlord contents

however

- ▶ we will NOT cover
  - loss or damage as a direct result of the renovations or alterations to the property
  - your responsibility to pay compensation for death or bodily injury to other people that arises out of renovations or alterations costing \$50,000 or more (inclusive of GST)
  - storm or water damage caused when the interior of your Landlord buildings is left exposed to the elements, or any tarpaulins or fixings fail.

### Optional Flood Cover in SA and WA

Flood is NOT covered under this policy. However, if your Landlord buildings or Landlord contents are in either SA or WA, you can choose to increase your cover to include flood.

If you have the option for Flood Cover, **Storm** on page 18 will also include flood cover for your Landlord buildings and Landlord contents.

*If you choose this option it will be noted on your current Certificate of Insurance*

#### If you choose to increase your cover

- ▶ we will under buildings insurance
- ▶ repair or rebuild those parts of your Landlord buildings that were damaged
- ▶ we will under contents insurance
- ▶ repair or replace your damaged Landlord contents

#### however

- ▶ you must have chosen this option and paid us any additional premium that applies
  - ▶ you will need to pay the flood excess.
- For details about the flood excess, see page 58*

**What you are not covered for –  
general exclusions**

- |  |   |  |
|--|---|--|
| <p><b>we will NOT cover</b></p> <ul style="list-style-type: none"> <li>▶ depreciation</li> <li>▶ loss of the intellectual or sentimental value of an item</li> <li>▶ items owned by you that are in storage at the property</li> <li>▶ the cost of re-installing or replacing electronically stored files</li> <li>▶ mechanical, structural or electrical failure of an item, except for fusion of electric motors as described on page 12</li> <li>▶ loss arising from any business interruption</li> <li>▶ stock used for a business, trade or profession</li> <li>▶ goods kept for sale or distribution, or on display, exhibition or consignment</li> <li>▶ items sent by post or courier</li> </ul> <p><i>Continued next column</i></p> | <p><b>we will NOT cover</b></p> <ul style="list-style-type: none"> <li>▶ the cost of replacing a contents item that forms a pair, or part of a set or collection if it is not damaged</li> <li>▶ motor vehicles, motorcycles, minibikes, or watercraft</li> <li>▶ loss or damage caused unintentionally or accidentally, rather than by vandalism or a malicious act</li> <li>▶ loss or damage caused intentionally by you, or a person acting with your consent</li> <li>▶ loss or damage that did NOT occur during the term of your Policy, or as a result of an incident at the site</li> <li>▶ loss or damage caused by flood, <i>unless</i></li> <li>▶ the property is in SA or WA and you have chosen the option for Flood Cover</li> </ul> <p><i>Continued next column</i></p> | <p><b>we will NOT cover</b></p> <ul style="list-style-type: none"> <li>▶ loss, damage, injury or death caused by, or arising from                     <ul style="list-style-type: none"> <li>• wear, tear, rust, corrosion, deterioration or erosion</li> <li>• faulty design or workmanship</li> <li>• atmospheric conditions or extreme temperature</li> <li>• subsidence or landslide, <i>unless</i> it happens immediately following an earthquake or explosion</li> <li>• the sea, high water or tidal wave</li> <li>• storm surge, that is, the increase in sea level that usually occurs with an intense storm or cyclone</li> <li>• tree lopping or felling on the site</li> <li>• tree roots</li> <li>• toxic mould</li> <li>• pollutants or contaminants that discharge or escape</li> <li>• radioactivity, or the use or escape of any nuclear fuel, material or waste</li> </ul> </li> </ul> <p><i>Continued next page</i></p> |
|--|---|--|

*continued*

**What you are not covered for –  
general exclusions**

**we will NOT cover**

- ▶ loss, damage, injury or death caused by, or arising from
  - any war – whether it is formally declared or not – or hostilities or rebellion
  - any act of terrorism that involves any biological, chemical, or nuclear pollution or contamination
  - the lawful seizure, confiscation, nationalisation, or requisition of your property or anything else covered by this policy
  - vermin, rodents, insects or birds
- ▶ financial loss or cost arising from
  - the Landlord breaching the rental agreement or breaching tenancy laws, or
  - an incident involving your tenant where there is no current valid written rental agreement between the Landlord and tenant

*Continued next column*

**we will NOT cover**

- ▶ loss or damage to Landlord buildings or Landlord contents that are
  - covered by other insurance policies, or
  - part of common property
- ▶ the cost of any alterations, repairs, servicing or additions to lifts, escalators or hoists. This includes anything that is part of a lift, escalator or hoist

- ▶ the cost of fixing faulty repairs, *unless*

- we authorised the original repairs and they were carried out in relation to a claim under this policy, *and*
- we authorise the fixing of the faulty repairs before the work commences

*Continued next column*

**we will NOT cover**

- ▶ damage caused
  - during maintenance operations, or
  - as a result of repairs or attempted repairs
- ▶ carried out by the tenant or anyone acting on their behalf
- ▶ tenant neglect, carelessness, poor housekeeping, or unhygienic living habits.



**What you are NOT covered for – liability exclusions**

**we will NOT cover**

- ▶ you, if liability arises or results from loss or damage to property
  - that you own or have in your custody or control
  - that a person employed by you under a contract of service owns or has in their custody or control
- ▶ you, if liability arises or results from death or bodily injury to
  - you, or
  - a person employed by you under a contract of service, and you are required by law to hold compulsory workers compensation insurance to cover that liability
- ▶ you, if liability arises only because you agreed to accept liability for the claim
- ▶ any professional, recreational, or amateur sporting activity

*Continued next column*

**we will NOT cover**

- ▶ you, if liability arises or results from an incident that did not occur during the term of your Policy
- an incident that occurs outside the site or lot
- an intentional act or omission by you, or a person acting with your consent
- an act or omission by you, or a person acting with your consent, which demonstrates a reckless disregard for the consequences of that act or omission
- a deliberate and unlawful act by you, or a person acting with your consent
- any business, trade or profession undertaken by you, unless the only income received by you is rental income from your property
- ownership or occupation of any building, dwelling or land other than your Landlord buildings or site
- an incident caused by an animal

*Continued next column*

**we will NOT cover**

- ▶ you, if liability arises or results from
  - the transmission of disease by you
  - the use or ownership of any vehicle, aircraft or watercraft
  - erosion, subsidence or landslide
  - vibration or interference with the support of your Landlord buildings
  - tree lopping or tree felling at the site
  - the site or lot being used for the purpose of farming
  - the discharge, release or escape of any pollutants
  - the removal, neutralising or cleaning up of pollution
  - building work being carried out by you at the site, and the value of the building work is \$50,000 or more
  - the presence, use, removal of, or exposure to asbestos in your Landlord buildings or at the site.

**POLICY WHAT YOU ARE NOT COVERED FOR**

**What you are NOT covered for –  
Landlord buildings we will NOT cover**

- ▶ we will NOT cover
  - ▶ boarding houses or hostels
  - ▶ commercial buildings
  - ▶ commercial farm buildings
  - ▶ exhibition or display homes
  - ▶ hotels or motels
- ▶ we will NOT cover
  - ▶ buildings under strata title or similar plans
  - ▶ structures that you do NOT own, or have an insurable interest in.

**What you are NOT covered for –  
items that we do NOT consider  
to be Landlord contents**

- ▶ we will NOT cover
  - ▶ animals, including birds and fish
  - ▶ clothing and personal effects
  - ▶ collectables or curios
  - ▶ collections of any kind
  - ▶ gold or silver items
  - ▶ jewellery items, including watches
  - ▶ money
  - ▶ negotiable documents
  - ▶ photographic equipment
  - ▶ plants and trees growing outdoors
    - this does not include plants and trees growing in pots or tubs
  - ▶ portable electrical items
- ▶ we will NOT cover
  - ▶ sporting equipment
  - ▶ tools of trade
  - ▶ vehicles including
    - caravans
    - motor vehicles
    - pedal cycles
    - ride-on vehicles such as motorised golf buggies and carts
  - ▶ trailers
  - ▶ motorcycles
  - ▶ watercraft, sailboards, aircraft or aerial devices
  - ▶ works of art.

## Helpline 132 900 – 24 hour assistance

Helpline is a telephone service that provides assistance and advice 24 hours a day, seven days a week.

You need to contact Helpline **BEFORE** using any of the services or benefits it offers.

### Help at home

If you or a family member are at home and have a mishap, however large or small, Helpline will

- ▶ arrange for a qualified tradesperson to give you expert advice and assistance over the phone
- ▶ arrange for a reliable tradesperson to give an estimate of the likely repair costs.

### Help while travelling

If you or your family are away from home in Australia, you can use the Helpline telephone service to receive assistance with

- ▶ travel advice and directions
- ▶ booking accommodation or changing travel arrangements
- ▶ transferring funds to and from financial institutions, or clothing between family members in the event of an emergency
- ▶ cancelling credit and access cards and reissuing lost or stolen tickets, through our emergency message service.

### Help with illness or injuries

If you or your family are in Australia and suffer an illness or are injured, Helpline will

- ▶ provide phone access to a trained nurse who may
  - direct you to a local doctor or medical facility
  - monitor the medical treatment of the family member who is in hospital.
  - communicate with relatives or friends on your behalf
- ▶ arrange and pay for trauma counselling
  - provided you have contacted Helpline beforehand and we have agreed to pay. The most Helpline will pay in total is \$1,000 (inclusive of GST).

However

- Helpline does NOT cover
- ▶ any fees, charges or costs except for trauma counselling up to \$1,000 (inclusive of GST).

# Taking out insurance

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**Choose the right insurance**

Landlord Insurance is divided into Landlord buildings cover and Landlord contents cover.

You can choose

- Landlord Buildings Insurance on its own, or
- Landlord Contents Insurance on its own – for example, if you own a strata title property, or
- combine them both in the one policy.

In addition, Landlord Insurance also protects your investment by covering you against loss of rental income.

If you choose Landlord Contents Insurance

- ▶ we choose whether to repair or replace your Landlord contents, or pay you the cost of doing so
- ▶ we cover your Landlord contents for their replacement value if they suffer loss or damage due to the incidents described on pages 10 to 21
- ▶ we cover you up to the Landlord contents sum insured, which is the total amount of all the contents insured
- ▶ you can pay extra to cover your Landlord contents against flood if your property is in SA or WA.

If you choose Landlord Building Insurance

- ▶ we choose whether to repair or rebuild the damaged part of your Landlord buildings, or pay you the cost of doing so
- ▶ we cover your property for the replacement value if it suffers loss or damage due to the incidents described on pages 10 to 21
- ▶ we cover you up to the Landlord buildings sum insured
- ▶ you can pay extra to cover your Landlord contents against flood if your property is in SA or WA.

Landlord Insurance also covers

- ▶ Landlord loss of rental income, which includes
  - cover for rent you lose when a tenant cannot live in your Landlord buildings, and
  - when your tenant defaults on rent payments, including as a result of leaving without notice
- ▶ loss or damage that occurs as a result of an incident while renovating or altering your property
- ▶ fusion of electric motors
- ▶ keys, locks and barrel replacement
- ▶ legal fees to recover loss of rent after tenant rent default
- ▶ liability
- ▶ malicious damage and vandalism by a tenant or their guest
- ▶ mortgagee discharge costs
- ▶ reconnection of electrical components as a result of an unintentional breakage of glass, windows, ceramic or sanitary fixtures
- ▶ theft by a tenant or their guest
- ▶ water leakage.

## Make sure that you insure for the right amount

Check that you have the cover you need by making sure the sum insured accurately reflects the current replacement value of your Landlord buildings or Landlord contents.

To help you do this, visit our website and use the Landlord buildings and Landlord contents calculators to estimate your sum insured.

We may increase your sum insured for your Landlord buildings and Landlord contents at each renewal to take into account rebuilding costs, rising contents replacement costs and any items that you may have purchased. However, you can adjust your sum insured at any time during the year.

Here are some tips to get you started.

### For Landlord Contents Insurance

- ▶ Calculate how much to insure your Landlord contents for based on their replacement cost at today's prices, not the price you bought them for. Remember that under Landlord Contents Insurance you are covered for items such as heaters, carpets, blinds and curtains.

### For Landlord Buildings Insurance

- ▶ When calculating how much to insure your Landlord buildings for, remember to include the costs of
  - improvements in or around your site that will increase the cost of rebuilding or repairing it
  - clothes hoists, fences, gates, paths, driveways, fixed landscaping, swimming pools, garages, sheds, removing debris
  - employing an architect, engineer or surveyor
  - luxury fittings such as marble or granite benchtops and floors
  - rebuilding on a remote site, or a site with a slope or difficult access.

### Check your Policy carefully

- ▶ Before you pay your premium, read your Policy thoroughly to make sure you have the cover you want on the things you want.
- ▶ It is your responsibility to make sure the sum insured for your Landlord buildings and/or your Landlord contents accurately reflects the replacement value at today's prices.

## Calculating your Landlord buildings sum insured

- 1 Do NOT include your land value
  - ▶ The replacement value of your Landlord buildings does NOT include the value of the land they are on, or of any of the land that makes up the site. Do not include it in your calculations.
- 2 Do include any property improvements
  - ▶ The replacement value of your Landlord buildings should include all of the structures and any improvements in or around the site that will increase the cost to repair or rebuild them.
- 3 Add your property surrounds
  - ▶ Your Landlord buildings value includes all the other structures and external fixtures on your Landlord buildings which make up the property environment, such as garages, swimming pools, fences and paths.
- 4 Add any luxury fittings
  - ▶ Include the cost of repairing or replacing any luxury fittings such as granite or marble benchtops.
- 5 Include other costs associated with rebuilding or repairing
  - ▶ The replacement value of your Landlord buildings should include the likely cost of removing debris, the cost of employing an architect, engineer or surveyor, and the costs associated with rebuilding on a remote site, a site with a slope or difficult access.
- 6 Calculate your total sum insured
  - ▶ Add all the items together to arrive at your Landlord buildings sum insured.  
*The Landlord buildings sum insured will be shown on your Certificate of Insurance*  
*For a list of buildings we will NOT cover, see page 30*

## Calculating your Landlord contents sum insured

- 1 Make sure you list all the contents you would like to be covered
  - ▶ Landlord contents includes items such as furniture, appliances and bedding for your tenant.
- 2 Check that all your Landlord contents have adequate cover
  - ▶ Calculate how much to insure each item for based on its replacement cost at today's prices, not on the price you bought it for.
  - ▶ There are maximum amounts we will pay for some Landlord contents items. These are listed on page 8.
- 3 Calculate your total sum insured
  - ▶ Add all the items together to arrive at your Landlord contents sum insured.

*For a list of items we do NOT consider to be contents, see Landlord contents page 30*



### How we work out your premium

Your insurance premium is based on the likelihood of a claim being made on your Policy in the future.

If you have a lower chance of making a claim, then you will generally pay a lower premium compared to a customer who has a high chance of making a claim.

There are a number of factors that are a good indicator of the possibility of a claim being made.

We calculate your premium using factors such as

- ▶ the location of your property
- ▶ the construction type of your property and roof, and the approximate year it was built
- ▶ the sum insured
- ▶ the age of the oldest owner
- ▶ the insurance and claims history of the owners
- ▶ the security devices fitted to your property such as an alarm
- ▶ the cost of any increases to your cover that you have made
- ▶ any discount you may be eligible for

in addition

- ▶ the total cost will also include any applicable government levies or taxes, such as GST, duties or charges.  
*For the total cost, see your current Certificate of Insurance*

### How you can reduce your premium

There are a number of ways to reduce your premium.

You can reduce your premium by

- ▶ paying annually instead of in monthly instalments
- ▶ choosing a higher basic excess
- ▶ installing an alarm to our specifications – for Landlord Contents Insurance Policies only
- ▶ qualifying for the discounts described on the next page.

### Discounts that you may be eligible for

Customers who take out insurance with us may be eligible for one or more of the following discounts

- Multi-Policy Discount
- Years of Insurance
- No Claim Bonus

We calculate the discounts that apply to your Policy before we will tell you what your premium will be.

Multi-Policy Discount and Years of Insurance are calculated on the base amount of the premium, before government and other charges are applied.

We calculate your No Claim Bonus after all other discounts have been applied, but before government and other charges are applied.

*Any discounts we have applied will be shown on your current Certificate of Insurance*

### Multi-Policy Discount

► applies to each Landlord Insurance Policy you take out when you also hold the following with us

- a Home Buildings or Home Contents or combined Home Insurance Policy\*, and
- a Comprehensive Car Insurance Policy\*\*, and
- a CTP Green Slip (NSW residents only)

► plus, if you also hold Health Insurance\*\* with us we will give you a further discount on your Landlord Insurance Policy

### Years of Insurance

► applies if you have continuously held your Landlord Insurance Policy for a minimum number of years

### No Claim Bonus

► is calculated based on the number of years you have had without making a claim

### however

► on existing policies, the discount applies from the first renewal after you qualify

► Business Insurance, Farm Insurance and Motor Fleet Insurance policies do not entitle you to Multi-Policy Discount and/or Years of Insurance discount.

\**Comprehensive Car Insurance is a type of insurance cover available under our Motor Insurance Policy. A Product Disclosure Statement and Policy Booklet (PDS) for our Motor Insurance or Home Insurance is available by contacting us. You should consider what the PDS says before you decide to acquire, or continue to hold a policy.*

\*\**Our Health Insurance is provided by MBF Health Pty Limited ABN 69 075 799 236, a registered Health Benefits Organisation. We are acting as agent of MBF Health Pty Limited and do not issue or in any way guarantee payment of any claim under any Health Insurance Policy.*

**Paying your premium – annually or monthly**

You can pay your premium

- annually – in one lump sum by cash, cheque, credit card, BPAY or EFTPOS, or
- by monthly instalments by direct debit from your credit card or bank, credit union or building society account. The option to pay your premium by monthly instalments may not always be offered to you.

*The total of your monthly payments may be more than if you had paid annually*

When you pay your premium

- ▶ annually, and your annual payment is dishonoured or not received by the due date noted on your current *Certificate of Insurance*

then

- ▶ this policy will not operate and you will NOT be covered if you make a claim.

- ▶ by monthly instalments, and you are paying your premium for the very first time

- ▶ we will deduct the first two monthly instalments on the first due date specified in your current *Certificate of Insurance*. We regard this payment as the very first monthly instalment, and then all other monthly instalments will be deducted on the remaining due dates specified in your current *Certificate of Insurance*. These are the due dates for each instalment. If a date specified in your current *Certificate of Insurance* is not a business day, we will deduct the relevant instalment on the next business day.

- ▶ by monthly instalments, and the very first monthly instalment
  - is dishonoured on its due date, or
  - is rejected on its due date, or
  - is otherwise unable to be deducted by us from the nominated credit card or account on its due date, or
  - is not received by the due date noted on your current *Certificate of Insurance*

- ▶ this policy will not operate and you will NOT be covered if you make a claim.

*Continued next page*

*continued*

Paying your premium –  
annually or monthly

When you pay your premium

▶ by monthly instalments, and you  
are renewing your Policy

then

▶ we will deduct the first monthly  
instalment on the first due date specified  
in your *current Certificate of Insurance*,  
and then all other monthly instalments  
will be deducted on the remaining  
due dates specified in your current  
*Certificate of Insurance*. These are the  
due dates for each instalment. If a date  
specified in your current *Certificate of  
Insurance* is not a business day, we  
will deduct the relevant instalment on  
the next business day.

▶ by monthly instalments, and any  
instalment other than the very first  
monthly instalment

- is dishonoured on its due date, or
- is rejected on its due date, or
- is otherwise unable to be deducted  
by us from the nominated credit  
card or account on its due date, or
- is not received by the due date  
noted on your current *Certificate  
of Insurance*

▶ if the monthly instalment remains  
unpaid for 14 days after its due date,  
we will refuse a claim for incidents  
that occur 14 days after the due date

▶ if the monthly instalment remains  
unpaid for one month after its due  
date, we will cancel the policy from  
midnight on the last day of that one  
month period.

▶ by monthly instalments, and the  
account or credit card details  
nominated by you change or  
you wish to change them

▶ you must contact us to update  
those details at least two business  
days before your next monthly  
instalment is due.

**21 day cooling-off period**

If you are not satisfied with your Policy, you have a cooling-off period that allows you to cancel your Policy within 21 days of the policy start date. You can do this by notifying us within 21 days of the policy start date.

If you do so, we will

- ▶ give you a full refund of the premium you have paid

however

- ▶ your cooling-off period does not apply once you make a claim under your Policy.

**You want to make changes to your Policy**

If you want to change your Policy or any details of it

we will

- ▶ make the change **ONLY** if we agree

however

- ▶ you need to contact us first
- ▶ you need to pay us any additional premium that applies
- ▶ we need to issue you another current *Certificate of Insurance*.

**You want to cancel your Policy**

If you want to cancel your Policy

we will

- ▶ deduct from the premium you paid, an amount that covers
  - the period that you have been insured for,
  - our cancellation fee, *and*
  - any government charges that may apply in your state
 then pay you what is left of the premium

however

- ▶ you must contact us first
- ▶ if you are paying your premium by monthly instalments, you must pay us any monthly instalments due but unpaid, and our cancellation fee. We will deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.

### We want to cancel your Policy

If we want to cancel your Policy for a reason other than non-payment of a monthly instalment

- ▶ **we will**
    - ▶ provide you with written notice, if required
  - ▶ *For details of how we provide you with written notice, see section below*
  - ▶ refund your unused premium after deducting an amount that covers the period that you have been insured for
- however**
- ▶ if you are paying your premium by monthly instalments, you must pay us any monthly instalments due but unpaid. We will deduct these amounts by way of direct debit from the account or credit card you have previously nominated for monthly instalment deductions.
- For a list of things that may put your Policy at risk, see page 56*

### We want to give you written notice

If we need to provide you with any written notice regarding your Policy

- ▶ **we will**
    - ▶ deliver it personally, or
    - ▶ send it to your last known address, or
    - ▶ deliver it by fax or electronically where it is permitted by law
- however**
- ▶ it is important that you tell us of any change of address as soon as possible.

### When you are required to provide prior written notification

- ▶ **you must tell us if you**
  - ▶ demolish your property
  - ▶ conduct building work, leaving only the shell of your property intact
  - ▶ build a new dwelling on the site

- ▶ **otherwise**
    - ▶ we may refuse a claim, cancel your Policy, or do both.
- For a list of things that may put your Policy at risk, see page 56*

### Your Duty of Disclosure – what you must tell us

When you take out, amend or renew a policy with us, you have an obligation to answer our questions truthfully, and provide us with any information that could reasonably affect our decision to insure you. This is called your Duty of Disclosure.

#### When you answer our questions

- ▶ you must answer honestly
- ▶ you are answering for yourself, any other insured and for anyone else that you want to be covered by the policy
- ▶ you have a responsibility 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 your answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms

#### however

- ▶ if you do not answer our questions in this way we may
  - reduce a claim,
  - 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 never having been in place.

### The General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

#### The Code aims to improve

- ▶ the quality, comprehension and accuracy of policy documents and other information provided to consumers
- ▶ employee and representative training and supervision
- ▶ claims handling and dispute resolution.

#### Our commitment to you

We support the Code and are committed to continually reviewing our operations to ensure compliance.

### Privacy of your personal information

We are committed to handling your personal information in accordance with the *Privacy Act*.

We need to collect, use and disclose your personal information in order to consider your application and to provide the cover you have chosen.

You can choose not to give us some or all of your personal information, but this may affect our ability to provide you with cover.

### When you provide your personal information to us

- ▶ you acknowledge and consent to us collecting and using your information
  - to consider your insurance application and any subsequent application for insurance
  - to underwrite and price any policy issued by us or our related entities
  - to calculate and offer discounts
  - to issue you with a policy
  - to administer the policy
  - to investigate, assess and pay any claim made by or against you
- ▶ you acknowledge and consent to us collecting your personal information from, and disclosing it on a confidential basis to
  - our related entities
  - our distributors
  - NRMA Motoring and Services\* (NSW/ACT customers only)
  - other insurers
  - insurance reference bureaux

*Continued next column*

### *continued from previous column*

- law enforcement agencies
- investigators and recovery agents
- lawyers
- assessors
- repairs and suppliers
- advisers *and/or*
- the agent of any of these.

When you provide your personal information to us about another person

- ▶ you must be authorised to do so, *and*
- ▶ you must inform that person, unless informing them would pose a serious threat to the life or health of any individual
  - who we are,
  - how we use and disclose their information, *and*
  - that they can gain access to that information.

\*NRMA Motoring & Services is the trading name of National Roads and Motorists' Association Limited ABN 77 000 010 505, a separate and unrelated company



**Privacy of your personal information – for marketing purposes**

Your personal information helps us to provide you with a range of leading insurance products and services.

We may also use your personal information to offer you additional products and services.

How we handle your personal information is explained in our Privacy Charter.

When you provide your personal information to us

- ▶ you acknowledge and consent to us collecting and using your personal information on a confidential basis to
  - contact you for market research
  - provide you with information and offers about products and services we offer

- provide you with information and offers about products and services offered by NRMA Motoring and Services\* (NSW/ACT customers only) and their related entities, our related entities and by other organisations and to any agent of these that we promote

- ▶ you acknowledge and consent to us disclosing your personal information on a confidential basis for these marketing purposes to
  - our related entities
  - NRMA Motoring and Services\* and its related entities (NSW/ACT customers only), and
  - the agent of any of these.

however

- ▶ you must inform us if you do not want your personal information disclosed or used for these marketing purposes.

*For contact details, see back cover*

*\*NRMA Motoring & Services is the trading name of National Roads and Motorists' Association Limited ABN 77 000 010 506, a separate and unrelated company*

## Privacy of your personal information – our Privacy Charter

- Our Privacy Charter includes information on
- ▶ how to contact us regarding privacy
  - ▶ how to change, cancel or re-activate your marketing consent
  - ▶ how to access your personal information.
- To get a copy of our Privacy Charter
- ▶ visit our website to view a copy, or pick up a copy at any of our offices.
- For contact details, see back cover*

How we handle your personal information is explained in our Privacy Charter.

## 3 steps to resolve a dispute

### 1 Talk to us first

- ▶ if there is a matter you wish to dispute, the first thing you should do is speak to one of our staff
  - ▶ if the staff member is unable to resolve the matter for you, you may request to speak to a manager.
- If you are still not satisfied with the decision, you can go to step 2*

### 2 Seek an internal review

- ▶ if the matter is still not resolved, the manager will refer you to the appropriate internal disputes handling department. Our internal complaints handling department will conduct a review of your dispute.
- If you are still not satisfied with the decision, you can go to step 3*

### 3 Seek an external review

- ▶ if you are still not satisfied, you can seek an external review of our decision. We can provide you with information on some options available to you so that you can decide which one suits you best. You may wish to take your dispute to a legal adviser, or the independent external body, the Insurance Enquiries and Complaints Ltd (IEC).

# Claims

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## How to make a claim

If you need to make a claim call us immediately, 24 hours a day, 7 days a week

For contact details, see back cover

### we will

- ▶ ask you
    - a series of questions, or
    - for detailed written information
  - ▶ give you immediate advice and assistance with your claim
  - ▶ organise help through our repairers and suppliers
  - ▶ appoint a case manager who will help you through the claims process
  - ▶ tell you if you need to pay an excess and how to pay it
- To find out what your excess is, see pages 57 to 58

### if you do not co-operate

- ▶ we may not pay your claim
  - ▶ we may not be able to defend you against claims made by others for any incident
  - ▶ you may increase costs by delaying the processing of the claim. We will NOT cover any increases in costs that arise due to this delay
- remember
- ▶ a claim made by any one of the persons named as an insured on your current *Certificate of Insurance* is a claim made by all of them
  - ▶ you must have paid your premium before we will pay for any claim.

## What you must tell us

We need information from you before we can process your claim

### you must

- ▶ promptly pass on all information about the claim to us
  - a claim made by any one of the persons named as an insured is a claim made by all of them
- ▶ pass on any additional information that we or one of our suppliers or recovery agents requests

### otherwise

- ▶ we will be unable to process your claim.

## Your responsibilities

You have a responsibility to co-operate fully with us, even if we have already paid your claim

- ▶ you must
    - ▶ provide us with all the information, documents and help we need to deal with your claim
    - ▶ immediately send us any letters, notices or court documents that you receive about any incident which has resulted or could result in a claim against you
    - ▶ otherwise we may not be able to defend you against claims made by others for any incident
    - ▶ not abandon damaged property to us if we pay a claim under your Policy
- For a list of other things that may put your claim or cover at risk, see page 56*
- ▶ we may
    - ▶ require you or any one of the persons named as an insured on your current *Certificate of Insurance*
      - to be interviewed by us
      - to give evidence in court
    - ▶ attempt to recover the amount we have paid to you from someone else, if we find they are responsible for your loss or damage. If so, we will do this in your name
    - ▶ defend you or any one of the persons named as an insured on your current *Certificate of Insurance* if it is alleged that loss, damage or injury was caused
    - ▶ take possession of any damaged property and deal with it in a reasonable manner.

## Inspections and quotes

When you make a claim

- ▶ we may
  - ▶ need to inspect your Landlord buildings or Landlord contents before we can make a decision about your claim
  - ▶ require a quotation from a repairer or supplier we nominate
- ▶ however
  - ▶ in some instances we may need more than one quote and require you to provide additional quotations from different repairers or suppliers.

**Proof of loss, ownership and tenancy**

When you make a claim, you need to provide us with proof of loss, ownership and tenancy

- ▶ you may need to
  - ▶ provide a current valid written rental agreement
  - ▶ provide a rent ledger or receipts
  - ▶ provide proof of ownership for any claimed item
  - ▶ produce receipts, valuations, model and serial numbers
  - ▶ provide proof of the value of the items being claimed
  - ▶ provide the most recent internal and external property inspection report
  - ▶ provide all the notices issued relating to termination of the rental agreement

**Reporting a theft or attempted theft, vandalism or a malicious act**

- ▶ you must
  - ▶ immediately report to the Police any theft or attempted theft, vandalism or malicious act and keep any incident report number they give you

otherwise

- ▶ we may not pay your claim in full, or at all.

otherwise

- ▶ we may not pay your claim.  
 For theft or attempted theft, see page 19  
 For vandalism or a malicious act, see page 20

**What you must do to make a claim – if you are in a business**

If you are in a business registered or required to be registered for GST purposes and entitled to an input tax credit

we require

- ▶ your Australian Business Number (ABN)
- ▶ the percentage of any input tax credit you have claimed, or are entitled to claim, on the premium you have paid

then

- ▶ we will reduce any payment we make by an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST
- ▶ any payment we make to settle your claim will be considered to be made in full, even if the amount we pay has been reduced, as described above.

**If someone is making a liability claim against you**

If someone is making, or intends to make a liability claim against you, you must let us know immediately.

You can call us 24 hours a day, 7 days a week.

*For contact details, see back cover*

We may

- ▶ require you to send us any documentation that you may have received
- ▶ require you to give evidence in court
- ▶ attempt to recover the amount we have paid to you from someone else, if we find they were responsible for your loss or damage. If so, we will do this in your name
- ▶ defend you if it is alleged that you caused
  - loss or damage to someone else's property, or
  - death or bodily injury to other people

however

- ▶ you must not attempt to settle the claim without our permission, or make any admissions to anyone about the incident, otherwise we may not pay the claim.

### Setting claims – under Landlord buildings

If we agree to cover the claim

we will

- ▶ repair or rebuild those parts of your Landlord buildings which sustained loss or damage, or
- ▶ pay you the cost to repair or rebuild them  
whichever is the smaller amount  
*if we choose to pay you the cost to repair or rebuild your Landlord buildings, we will pay the builder directly unless we tell you otherwise*

however

- ▶ if we choose to repair or rebuild your Landlord buildings, we can nominate the repairer, supplier or builder
- ▶ if we choose to pay you the cost to repair or rebuild your Landlord buildings, you may
  - repair or rebuild those parts that were damaged in any way you like
  - change materials, plans, specifications or size of your Landlord buildings, or
  - change the site*we will not cover any increase in costs that these changes may cause*
- ▶ you must start repairing or rebuilding your Landlord buildings within six months from the date of the incident, *unless* we have agreed to a longer period in writing
- ▶ we may cash-settle your claim if
  - you choose not to repair or rebuild your Landlord buildings
  - you do not start repairing or rebuilding your Landlord buildings within six months of the incident, or within any longer period we agreed to in writing
- ▶ we choose to pay you the cost to repair or rebuild your Landlord buildings  
*the most we will pay is the Landlord buildings sum insured.*

*See your current Certificate of Insurance for the Landlord buildings sum insured*



**Settling claims –  
under Landlord contents**

If we agree to cover the claim

we will

- ▶ repair an item, *or*
- ▶ replace an item with the same *or* similar type and quality, *or*
- ▶ pay you the cost to repair *or* replace the item, *or*
- ▶ provide you with store credits to replace an item from one of our nominated suppliers, *or*
- ▶ pay you the Landlord contents sum insured, *or* provide you with store credits from one of our nominated suppliers to the value of the Landlord contents sum insured

however

- ▶ if we choose to
    - repair *or* replace an item, *or*
    - repair *or* replace an item with the same *or* similar type and quality, *or*
    - pay you the cost to repair *or* replace it, *or*
    - provide you with store credits from a nominated supplier to replace the item
- then we can nominate the repairer *or* supplier, and the method of payment.  
See your *current Certificate of Insurance for the Landlord contents sum insured*

**Settling claims –  
under rent default**

If we agree to cover the claim

we will

- ▶ pay you up to
    - eight times the weekly rental amount that is listed on your rental agreement
- the maximum amount we will pay is \$3,000 (inclusive of GST)*

however

- ▶ we will deduct from your claim
    - any excess that applies, *and*
    - four times the weekly rental amount that is listed on your rental agreement
- we will only deduct four times the weekly rental amount once per rental agreement.

**CLAIMS**

**Settling claims –  
when we pay the sum insured**

If we decide to pay you the  
sum insured

- ▶ we will under buildings insurance
- ▶ pay you the Landlord buildings  
sum insured
- ▶ if you are paying your premium  
by monthly instalments, we will  
deduct any outstanding instalments  
and charges incurred by us in  
cancelling your Policy by way  
of direct debit.

If your Landlord buildings are  
totally destroyed

- ▶ we will under buildings insurance
- ▶ continue liability cover as  
described on page 15 for six  
months from the date your  
Landlord buildings were  
destroyed
- ▶ unless
- ▶ construction commences at  
the site, or
- ▶ you sell the land, or
- ▶ you take out a new Landlord  
Insurance Policy.

**Settling claims –  
carpet damage**

If carpet in your property suffers  
loss or damage

- ▶ we will
- ▶ only repair or replace carpet in the  
part of your Landlord buildings  
where it occurred
- ▶ however
- ▶ we will NOT pay to re-carpet  
adjoining rooms, or your entire  
Landlord buildings.

**Settling claims –  
damaged property**

If there is damaged property remaining after we settle a claim

- ▶ **we will**
- ▶ ask you to give it to us, *or*
- ▶ let you keep it
  - if this happens, you are free to do whatever you like with it
- ▶ **however**
- ▶ if we choose not to take possession of damaged property, you may not abandon it to us.

**Settling claims –  
matching materials**

If the repairs to your Landlord buildings require materials to be matched

- ▶ **we will**
- ▶ attempt to return your Landlord buildings to their former state by matching building materials as far as reasonably possible
- ▶ **however**
- ▶ we will only do this to those parts of the Landlord buildings where the loss or damage occurred
- ▶ we will not pay for any additional costs of matching materials to create a uniform appearance.

**Settling claims –  
pairs, sets or collections**

If a pair, set or collection you own suffers loss or damage

- ▶ **we will under contents insurance**
  - ▶ pay the reasonable cost of repairing or replacing the part, *or*
  - ▶ repair or replace the part, *or*
  - ▶ pay the value of that part based on the sum insured
    - we take the amount that the pair, set or collection is insured for, and divide it by the total number of items in the set or collection
  - ▶ **however**
  - ▶ we will only cover the part of the pair, set or collection that sustained the loss or damage.
- See your current Certificate of Insurance for the sum insured*

## Things that may put your claim or cover at risk

You may put your insurance claim or cover at risk if you do not meet your obligations to us. We may refuse a claim, cancel your Policy, or do both

- | if you  | if you   |
|---|--|
| <ul style="list-style-type: none"> <li>▶ are not truthful and frank in any statement you make in a claim or in connection with a claim</li> <li>▶ have been convicted in the last five years of a criminal offence relating to fraud, theft or burglary, arson, criminal or wilful damage, <i>unless</i> <ul style="list-style-type: none"> <li>• we have been advised of the relevant circumstances and we have specifically agreed to cover you under your Policy</li> </ul> </li> <li>▶ make admissions, settle or attempt to settle or defend any claims without our agreement. Only we have the right to make admissions, settle claims and defend you</li> <li>▶ do not take all reasonable care to protect your property against loss or damage</li> <li>▶ do not have, or fail to maintain, the security devices listed on your current <i>Certificate of Insurance</i></li> <li>▶ do not maintain your Landlord buildings in good repair and condition. This means your Landlord buildings must be watertight, structurally sound, secure and well maintained</li> </ul> | <ul style="list-style-type: none"> <li>▶ do not complete a regular internal and external property inspection every six months</li> <li>▶ leave your property unoccupied for 30 consecutive days or more and do not maintain it in a lived-in state by           <ul style="list-style-type: none"> <li>• keeping the lawns mowed and garden tidy</li> <li>• stopping regular mail and newspaper deliveries, <i>and</i></li> <li>• organising someone to check inside and outside your Landlord buildings at least once a week.</li> </ul> </li> <li>▶ illegally keep explosives, flammable or combustible substances or liquids inside your Landlord buildings or at the site</li> <li>▶ do not immediately make a report to the police when you suspect or should have suspected that           <ul style="list-style-type: none"> <li>• something has been stolen</li> <li>• someone has acted maliciously or vandalised your Landlord buildings or Landlord contents, <i>or</i></li> <li>• an attempt has been made to do either of these things in relation to the property which is insured under your Policy.</li> </ul> </li> </ul> |

**What is an excess?**

An excess is an amount you contribute towards the cost of a claim.

Excesses help to keep premiums affordable by reducing the amount of small claims that are made.

**If you make a claim you must**

- ▶ pay any excess to us, or to the repairer or supplier
    - we will NOT finalise a claim until you have paid any excess that applies
- the amount of your claim must be more than the applicable excess shown on your Current Certificate of Insurance*

**however**

- ▶ the type of excess you pay will depend on what you are claiming for
  - ▶ if you are making a claim, we will tell you what excess you will have to pay.
- To find out each excess that applies to your Policy and the amount of the excess, see your current Certificate of Insurance*

**Basic excess**

**If you make a claim**

**you must**

- ▶ pay the basic excess

**unless**

- ▶ you are making a liability claim
- ▶ you are making a claim for rent default
- ▶ you are making a claim for loss or damage as a result of an earthquake, and the earthquake excess is higher than your basic excess
  - then you pay the earthquake excess.

*To find out how much this excess is, see your current Certificate of Insurance*  
*Descriptions of other excesses continued on next page*

**Earthquake excess**

If you make a claim under Landlord buildings for loss or damage as a result of an earthquake, or a subsidence or landslide that happens immediately as a result of an earthquake

you must under buildings insurance

▶ pay an earthquake excess

unless

▶ the earthquake excess is lower than the basic excess you have chosen

- then you pay the basic excess.

To find out how much this excess is, see your current Certificate of Insurance

**Flood excess**

If you make a claim and you have chosen the option for Flood Cover in SA and WA

you must

▶ pay the flood excess if you make a flood claim

unless

▶ the flood excess is lower than the basic excess you have chosen

- then you pay the basic excess.

To find out how much this excess is, see your current Certificate of Insurance

**Rent default excess**

If you make a claim for rent default

you must

▶ pay the rent default excess that applies

- if you make a claim for rent default ONLY, the rent default excess replaces the basic excess

however

▶ if you are claiming for more than just rent default, you will need to pay the rent default excess in addition to any other excess that applies.

To find out how much this excess is, see your current Certificate of Insurance

**Special excess**

In certain circumstances we may apply a special excess. We will tell you the amount, person and type of incident this applies to, and

you must

▶ pay the special excess that applies in addition to the basic excess

however

▶ you cannot pay an extra premium to remove a special excess.

To find out how much this excess is, see your current Certificate of Insurance

**Credit provider's rights**

If you have a loan with a credit provider and have used any of the property insured under your Policy as security for that loan

**we will**

- ▶ treat the property used as security as being under mortgage
- if a credit provider has a mortgage over your property, the credit provider is noted on your current *Certificate of Insurance, but only* if you have taken out Landlord Buildings Insurance – the credit provider will NOT be noted on a Landlord Contents Insurance policy
- if you have Landlord Contents Insurance, you must advise us of the name of any credit provider at the time of making a claim for a contents item

- ▶ treat any statement by you as a statement by the credit provider

**we may**

- ▶ recover any payment either in your name or the credit provider's name

**however**

- ▶ if we decide to cash-settle a claim on any of the mortgaged property that is insured, we will pay the credit provider whichever of the following is the smaller amount
  - the Landlord buildings sum insured or Landlord contents sum insured less any excess and any premium due but unpaid, *or*
  - the reasonable cost of replacing the mortgaged property, *or*
  - the balance then owing to the credit provider under the mortgage
- a payment to a credit provider will discharge our obligation to you for the amount paid*
- ▶ if the credit provider fails to provide us with any help we require, then we will not pay the credit provider
- ▶ if you or a credit provider fail to advise us of the credit provider's interest before we pay a Landlord contents claim, the cover will not operate for that credit provider.

# Glossary

Use this glossary to find the meaning of words and phrases in this booklet.

<p><b>agent</b> someone who acts on behalf of the landlord and is in the business of</p> <ul style="list-style-type: none"><li>• letting property, <i>and</i></li><li>• collecting rent payable for tenancy of the property.</li></ul> <p><b>body corporate</b> also known as the owners corporation. The body that controls the administration of common property in a strata title, unit title or subdivided building or land. The members of the body corporate are the owners of each unit in the building.</p> <p><b>bond</b> an amount of money paid by a tenant as security for the landlord against any future breaches of the rental agreement.</p> <p><b>Certificate of Insurance</b> your <i>Certificate of Insurance</i> is a document outlining the terms and conditions of your contract. Together with this Product Disclosure Statement and Policy Booklet (PDS) it forms your contract with us, but only after you have paid for your premium and we have agreed to insure you. It should be stored in a safe place along with this PDS, as you will need it to make</p>	<p>a claim, or as a reference next time you take out insurance.</p> <p><b>commercial capacity</b> any motor or machinery that services more than one dwelling or is designed to be used for commercial purposes.</p> <p><b>common property</b> property owned by the body corporate.</p> <p><b>contract</b> your Landlord Insurance Policy is a contract between you and us which provides you with insurance cover in exchange for a premium. That contract is made up of two documents</p> <ul style="list-style-type: none"><li>• this Product Disclosure Statement and Policy Booklet, <i>and</i></li><li>• your current <i>Certificate of Insurance</i>.</li></ul> <p><b>de facto</b> a person living with another in what we determine to be a genuine domestic relationship.</p> <p><b>excess</b> the amount you pay when you make a claim on your Policy. The amount and types of excess that apply to your Policy are shown on your current <i>Certificate of Insurance</i>.</p> <p><b>family</b> your legal or de facto spouse and any member of your family or your spouse's family who normally lives with you.</p>
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**fittings**

any items that can be removed from your Landlord buildings without causing damage to your Landlord buildings.

**fixtures**

any items that are permanently attached or fixed to the structure of your Landlord buildings that cannot be removed without causing damage to your Landlord buildings. Under Landlord Insurance, fixtures that are covered include

- built-in furniture and cupboards
- stoves
- hot water services
- shower screens
- paint and wallpaper
- built-in air-conditioners
- fixed awnings.

**flood**

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

*Flood is not covered by this policy, unless*

- the Landlord buildings or Landlord contents are in SA or WA and you have chosen the option for Flood Cover.

**four times the weekly rent**

a deduction that may be made from the amount of your claim for incidents involving your tenant. This amount is designed to be equivalent to an average bond.

**fusion**

the burning out of an electric motor or its wiring as a result of the electric current in it.

**illness**

any unexpected illness which we decide is serious or disabling and requiring treatment by a qualified medical practitioner.

**incident**

a single occurrence or a series of occurrences, including an accident or a series of accidents, arising out of the one event.

**injury**

bodily injury caused by accidental and external means during the period of the cover and requiring treatment by a qualified medical practitioner.

**Landlord**

any person with a financial interest in the property and is identified as the insured on your current *Certificate of Insurance*. The landlord has the authority to grant a tenant the right to occupy the Landlord buildings under

a current valid rental agreement.

**Landlord buildings**

any fully enclosed building with walls and a roof used for domestic purposes that can be locked up and rented to a tenant

- for Landlord buildings insurance, this also includes any fixtures or property improvements at the site
- for flats and units, it is the flat or unit identified by its number on your current *Certificate of Insurance*, and includes any lockable compartment reserved for your use in another section of the building in which your flat or unit forms a part.

**Landlord buildings replacement value**

the amount it would cost to totally rebuild your property, including any permanent structural improvements, at today's prices.

**Landlord buildings sum insured**

the total amount of insurance cover you purchased for the Landlord buildings. The amount is shown on your current *Certificate of Insurance*.

**Landlord contents**

any items owned by the landlord that are available for use by the tenant and are solely for domestic purposes.

This includes

- furniture and furnishings, such as internal wall coverings, light fittings, window furnishings and carpets
- domestic appliances that are not built in
- any other fixtures and fittings that you have installed for the use of the tenant, *and*
- for flats or units, any items that are not insurable by the body corporate and any fixtures permanently attached to the structure.

**Landlord contents replacement value**

the amount it would cost to replace all your Landlord contents at today's prices.

**Landlord contents sum insured**

the total amount of insurance cover that you purchased for the Landlord contents you own at the site.

The amount is shown on your current *Certificate of Insurance*.

**loss of rent**

the rent you lose when your tenant is unable to live in your Landlord buildings while they are being repaired or rebuilt as part of a successful claim.

**lot**

the lot or unit in a strata title development that you own. It does not include common property or fittings and fixtures that are insurable by the body corporate.

**monthly instalment**

the amount you must pay each month when you have chosen to pay your premium by instalments. The amount may vary from month to month. If you are paying your premium for the first time by monthly instalments, your first monthly instalment actually includes the first two monthly instalments. Details of the monthly instalments are shown on your current *Certificate of Insurance*.

**premium**

the total amount you pay for your insurance, that includes applicable government taxes such as GST, duties or charges payable by you. It is shown on your current *Certificate of Insurance*. If you pay by monthly instalments, the premium means the total of the instalments you must pay for the full policy period.

**Product Disclosure Statement (pds)**

the information contained in this booklet that includes how this policy works, what this policy covers, taking out insurance, how we work out your premium, what is an excess and how to make a claim. The pds and your current *Certificate of Insurance* form your contract with us. If we make changes to the pds we may provide you with a new pds or a Supplementary pds.

**property**

the rental property identified on your current *Certificate of Insurance*.

'Property' includes any Landlord buildings and/or Landlord contents if they are covered by your Policy as shown on your current *Certificate of Insurance*.

**re-let**

when your Landlord buildings are rented out or leased again after a previous rental agreement has ceased.

**rent**

the amount of money payable on a regular basis by the tenant to lease or rent your Landlord buildings, as set out in a current valid written rental agreement.

**rent default**

the rent you lose when the tenant defaults on rent payments, including when a tenant leaves without giving the notice required under a current valid rental agreement.

**rental agreement**

a current valid written agreement between you and a tenant that details the terms and conditions of the tenancy including the rental period, the amount of rent payable to you and the amount of bond that a tenant is required to pay. Once the fixed term period of the

<p><b>tenancy ends, the rental agreement</b> becomes a continuing agreement with the same terms and conditions.</p> <p><b>site</b> the land on which your Landlord buildings are located and the yard or garden surrounding them, that are used for domestic purposes, at the address shown on your current <i>Certificate of Insurance</i>. The site also includes any land or other area that touches your site and for which any authority has made you responsible, but does not include the nature strip outside your site, <i>unless</i></p> <ul style="list-style-type: none"> <li>• your site is in SA or WA – if so, your site includes the nature strip verge outside your Landlord buildings.</li> </ul> <p><b>storm</b> a violent wind, cyclone, tornado, thunderstorm or hail which may be accompanied by rain or snow, or a sudden, excessive run-off of water as a direct result of a storm in your local area. It does not include persistent rain by itself.</p> <p><b>storm surge</b> the increase in sea level that usually occurs with an intense storm or cyclone. <i>Storm surge is not covered by this policy.</i></p>	<p><b>strata title</b> any form of land title which allows for multiple titles to exist in or on a building or land where the common property is held under a single separate title.</p> <p><b>structural improvements</b> any permanent structural additions in or around the site that add to the cost of rebuilding or repairing it, such as a garage, in-ground pool, above-ground pool when enclosed by decking, carport, pontoon, boat jetty and permanent landscaping features. We do not consider trees, shrubs, soil or bushland to be structural improvements.</p> <p><b>Supplementary Product Disclosure Statement (SPDS)</b> a separate document that updates, corrects or adds to the information contained in this PDS.</p> <p><b>tenant</b> any person named in a current valid written rental agreement who has been granted the right to occupy the property and any other person who permanently resides at the property.</p> <p><b>tools of trade</b> any items or equipment used in a business, trade or profession.</p>	<p><b>us, we and our</b> the product issuer named on the back cover of this PDS.</p> <p><b>you</b> any person named as the insured on your current <i>Certificate of Insurance</i>. If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of those people as a statement, act, omission or claim by all those people. 'You' also includes any agent acting on your behalf.</p>
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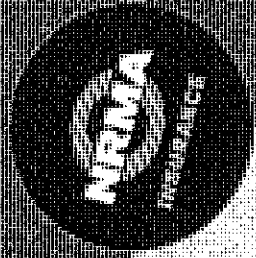
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The information in this booklet is current at the date of preparation. More up-to-date information may be available by calling 132 132 or visiting [nmaqld.com.au](http://nmaqld.com.au). We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement Product Disclosure Statement.  
This Product Disclosure Statement is dated 4 December 2004.  
©2004.





**Contact**

Enquiries and new business 132 132

Claims 131 123

Helpline 132 900

Report insurance fraud 1800 237 283

[nipina.com.au](http://nipina.com.au)

NIPINA Insurance Limited  
100 Pitt Street Sydney NSW 2000  
NIPINA Insurance Limited is a member of the NIPINA Group of Companies.  
NIPINA Insurance Limited is a member of the NIPINA Group of Companies.

# Qld Storm Event (December 2010 – January 2011)

Last updated 13 January 2011 (9.30am)

**NOTE:** Any deviation from the following process or other queries should be referred to your Senior or Team Manager.

Recent changes have been highlighted in red.

## PRIORITY LIST:

Due to the number of distinct and separate events that have occurred within the overall event through Qld, some claims have been isolated and will be handled separately to the rest of the event.

**Brisbane's Priorities are:**

- Contacting customers for validation on Urgent & Semi Urgent lodgements
- Contacting customers for validation on Toowoomba Flash Flooding claims
- Actioning all new potential flood claims in Brisbane / Ipswich area

**Interstate assistance priorities are:**

- Contacting customers for validation on all other BAU Storm claims & BAU claims
- Incoming customer correspondence (mail, documents and email boxes)

## SUMMARY OF THE UNIQUE EVENTS:

### **Toowoomba Storm Claims**

Incident date of 10/01/2011 – 11/01/2011

Located to postcodes 4311 – 4401

Qld Staff will validate these claims due to the urgency and sensitivity of the event.

Toowoomba & Lockyer Valley claims were due to flash flooding.

### **Rural Flood Claims**

Incident dates between 24/12/2010 – Current

Located to postcodes 4350 to 4703

Townships include Emerald, Rockhampton, Bundaberg, Chinchilla, Warwick, St George, Dalby, Gayndah, Gympie & Maryborough.

These claims are potential flood claims. All queries to be emailed to [REDACTED] for delegation.

### **Brisbane & Ipswich Flood Claims**

Incident dates between 11/01/2011 – Current

Located to all Metro Brisbane & Ipswich suburbs

'Flood Scripting' must be used for ALL validations on these claims.

These claims will be referred to Recovery Group 7 as First Instruction for validation.

### **BAU Storm & BAU Claims**

All other Storm and BAU claims (all incident dates, majority SE Qld)

BAU Storm claims will comprise of Rain damage, Roof damage, Lightning and Tree Impact etc.

Validations of these types will be in the New Lodgements worklist.

## STORM VALIDATION TEMPLATE

Claim Valid / Not Valid:

CLII Code:

Excess:

Extent & Type of Damage:

Estimate updated: Y/N

Incident Date Correct:

Temp Accom Required:

Builder/Assessor Allocated:

I cannot finalise claim because –

-

XS \$ to be deducted

\*\*\* Third party authority given to \*\*\*

## UPDATING CLII AT VALIDATION

It is extremely important for you to accurately determine the Criticality of each claim at the point of Validation. If you are not certain, please refer the claim to your Team Manager.

This means, on validation you must change the Urgent, Semi Urgent & Non Urgent codes using the CLII function to the Criticality codes as listed below. This will ensure we can extract, action and report on those claims requiring more urgent attention.

Critical	Semi Critical	Non Critical
Non-liveable	Home Inundated with water	External Home Damage
Home Inundated above waist	Sub-standard living conditions	Fence Damage
Major Structural Damage	Minor Structural Damage	Jetties
Damaged Pool Fences	Damage to most walls & floor	Clotheslines
High Risk - Media	Accommodation required later	Garage Contents
Elderly / Disabled	Part roof not water tight	Wet floors & skirting boards
Safety Issues & Asbestos		Minor damage
Sewerage		
Whole Roof not watertight		
Contentious Claim		
No Water Supply		
Potential Total Loss		

Ensure CLII is updated on both the Buildings AND Contents claim. Bonus will NOT update the other if only one claim has been updated.

## UPDATING THE CLAIM CRITICALITY

The criticality of a claim (ie Critical, Semi-Critical or Non Critical) should not be changed after it is initially applied at validation.

The only exceptions are:

1. The incorrect criticality has been applied with the information collected at lodgement and validation

2. The assessment indicates that the criticality be increased for example a non critical claim is deemed by assessor as semi critical.

#### WORKLIST ALLOCATION & FILE MANAGEMENT:

All files are to remain OPEN in CIS regardless of whether a Builder or an Assessor has been allocated. Notes are to be placed in CIS as these will transfer across to Opus automatically. Discretion is requested for Bring Up types and timeframes.

Due to the number of unique events which make up the overall event within Qld, claims from different events will be separated within the worklists as follows:

- Toowoomba Flash Flood claims to be referred to Recovery Group 5
- Rural Flood claims to be referred to Recovery Group 6
- Brisbane & Ipswich Flood claims to be referred to Recovery Group 7
- BAU Storm (SE Qld Rain) claims to be referred to Groups 1 – 10 (by last digit of HI claim number)

This applies to all Severities, including Critical & Semi Critical claims.

#### PREFERRED BUILDERS

Builders can be smart allocated via Opus. Capacity at this stage is sufficient however access to some areas may pose an issue.

For ALL claims identified as Critical or Semi Critical, these must be manually allocated (not smart allocated) to one of our Builders.

For all claims identified as Non Critical, please ask our insured to arrange their own quotes.

#### **Make Safes:**

If not already allocated, allocate a builder manually. These claims must be referred to the Home Assessing Team Manager to notify the Builder.

Once assigned, place the file on Bring up in the worklists above – **Awaiting Assessment Report (3 weeks)**

#### ALLOCATION OF ASSESSMENT

All CRITICAL and SEMI CRITICAL Storm Claims must be referred to an internal Assessor via Opus. All other Storm claims and BAU claims that require an Assessor, refer these also via Opus.

Allocate all assessments as a FIELD assessment to "A-BRISBANE ASSESSOR"

**How do I determine if a claim goes to Assessing?**

1. How would you rate the damage to your property on a scale of 1 to 5 and 5 being the worst,

1. Stain on ceiling, fence damage etc
2. Water has entered the home damaging walls and ceilings.
3. Water damage to ceilings, walls and flooring
4. Water has inundated all parts of the home
5. Major loss of contents/buildings, safety concern, home is unliveable.

If in scale from 3 to 5 you would allocate an assessor.

2. How much damage is there to the property, e.g. damage to entire house or isolated to 1 room.

3. Are utilities available and working. Eg. Electricity, water, toilets and bathrooms.

#### Assessment Report referrals to Home Assessing over \$10,000

All building assessment reports whereby the estimated cost exceeds \$10,000 will need to be referred to Home Assessing for review. The following procedure will apply:

- Refer the file through OPUS as a FIELD assessment to "A-BRISBANE ASSESSOR".
- The claim will be reviewed by Assessing who will then determine the next course of action.

#### CARPET RESTORERS AND SUPPLIERS

Chemdry is in Toowoomba AND have been given authority to remove carpet where water damaged.

They will not attempt restoration on any carpet.

They will also remove or restore Contents items only if they complete an Inventory.

Suppliers can be smart allocated via Opus, however access to many areas is currently not available.

#### FOOD SPOILAGE

Food spoilage only claims will be covered if the loss occurred as result of power outages related to the Storm event up to \$500.

Ask the insured the value of food lost and settle with a Coles Myer card. If needed, encourage the insured to take photos before throwing out the food. **DO NOT** request a list of food items, request a value and negotiate what you feel is reasonable (Verbal POL).

Potential Flood Claims - Coverage yet to be approved for potential flood claims.

For Non-Flood claims:

- Food Only Claim – Covered under AD (no limit)
- Storm / Fusion contents damage & Food Claim – Covered under policy (no limit)

Coles Myer stores may not be open due to flooding, so a cash settlement may be preferable.

#### VERBAL PROOF OF LOSS LIMIT

Given the volume of claims, verbal POL is Critical.

- Electrical goods if inundated should be replaced up to \$1000 without a repairer's report.
- Furniture (excluding hardwood) can also be replaced if inundated however ask the insured to take photos as POL.

#### DEBRIS REMOVAL

Swimming pools:

Given majority of these requests will be potential flood claims, coverage for removal of debris from swimming pools is not allowed under the policy unless advised otherwise.

### STORM CREATED OPENING:

Inundation, overflowing gutters, wind driven rain, etc is covered under the terms of the policy.

Where the policy exclusion "Storm Created Opening" applies is stated as loss or damage caused by water entering through:

- An opening in the roof or walls that was not created by the storm - for example, the poor condition of the roof means the home is not watertight
- Any tarpaulins or fixings set up whilst the insured is renovating or altering the home

### ASBESTOS

Refer ALL asbestos claims to Assessing, and classify the claim as CRITICAL.

### FENCES

Do not allocate a builder for fence damage if it is the only damage claimed. Request the insured to get their own quote.

For dividing fences in QLD, we will only contribute 50% of the cost

### EMERGENCY / TEMPORARY ACCOMMODATION & LOSS OF RENT

When you identify customers that have been put into or you have arranged temporary accommodation (including family & friends), please email the details through to XXXX at xxx@iag.com.au. Please also email the mailbox with landlord claims where the tenant has vacated the property (loss of rent). You will need to provide the following information:

Claim Number:

Type of Accommodation: eg, onsite caravan, serviced apartment, rental property

Cost per night:

Number of days authorised:

Date In:

Date Out:

These claims will then be entered onto the Customer Issues Register.

### PAYMENTS

All payments on Contents claims must be paid in OPUS.

Payments on Building claims can be paid in Bonus directly.

For all payments, ensure your case notes clearly reflect the following:

What you are paying

- Who you are paying
- The amount being paid
- Whether you have deducted the excess for the payment
- Your updated I CANNOT FINALISE notation

## NATIONAL CONTACT CENTRE

If customers ask for the next steps in their claim the following information can be provided:

### **Building, Structural and Fence claims**

Please advise clients to obtain their own quotes for repairs that need to be completed.

The quote must confirm the following:

- The quote must confirm that the damages are the result of the storm.
- Clearly identify the extent of damage, e.g. water staining to bedroom 1 ceiling (20m<sup>2</sup>), water damage to kitchen bench top, 4 lineal metres
- Breakdowns of work required, materials and associated fees & charges

### **Urgent Repairs**

We will cover emergency make safe repairs for all claims. If the claim is a potential flood, consider the urgency and the need for a make safe (whilst the claim may not be covered, we need to ensure our customers are safe).

### **Photos**

To assist in substantiating their claim customers with access to a digital camera will need to take detailed photos of the damage caused by the storm. These can be faxed, posted or emailed to us with the quotation or tax invoice prior to the final settlement being prepared

If the customer requests a timeframe for call back, please advise the following:

*"The Claims Department will be in contact soon, however there may be delays in this contact due to the volume of claims that have been received from this significant storm event throughout Qld."*

## CONTACT NUMBERS

### **CAC Contacts:**

NRMA Home Claims = 07 3087 6303 (Priority xtn )

NRMA Motor Claims = 07 3087 XXXX (Priority xtn )

Gateway Fax = 07 3135 1470

NRMA Home Claims Email Address = [qld.home.claims@iag.com.au](mailto:qld.home.claims@iag.com.au)

NRMA Motor Claims Email Address = [qld.car.claims@iag.com.au](mailto:qld.car.claims@iag.com.au)

NRMA Towed Motor Email Address = [qld.towed.claims@iag.com.au](mailto:qld.towed.claims@iag.com.au)

Note: We are currently looking at how / who will action these mailboxes. Access will need to be arranged for representatives across the network so that customer queries can be answered.

### **Other Useful Information:**

Salvage Army Care Line (for customers who need counselling / someone to talk to) = 1300 363 622

Centrelink Disaster Assistance = 180 22 66

SES = 132 500

Traffic And Travel (Road Closure Information) = 13 19 40 (or [www.131940.qld.gov.au](http://www.131940.qld.gov.au))

Energex (Fallen Power Lines) = 13 19 62

Brisbane City Council (Fallen Trees & Storm water drain issues) = 07 3403 8888



### LEAVING MESSAGES

In times of high call volumes and wait times across the county, it is important that staff ensure they leave a direct contact number, back to the correct team, when leaving any type of message to call back to customers with existing claims.

This will avoid customers calling back via the general numbers, thereby waiting in a NCC queue before being transferred to the relevant CAC and potentially being asked to wait in their respective queue as well.

### STORM COST CENTRE

All Overtime should be submitted via ESS and allocated to Cost Centre XXXXXX.

### PAYMENT AUTHORISING

The Full Review limit has been increased for Brisbane Storm Claims to \$10,000.  
All payments less than \$10,000 to have a fast track review completed.

### FLOOD SCRIPTING (POTENTIAL FLOOD CLAIMS – VALIDATIONS)

This scripting **MUST** be given to the customer on first contact for All Potential Flood claims:

Good Morning/Afternoon, its *(insert name)* calling from NRMA Insurance in regards to your claim for storm damage. Are you and your family safe? Do you have a few moments to discuss your claim?

To assist me in determining the cause of the damage, can I please verify some information? *(please confirm the following)*

- Do you know where the water has come from that has entered your property? *(Describe the incident)*
- How did the water enter your property? *(through the roof or at floor level)*
- When did the water enter your property? *(approximate date and time)*
- What is damaged? *(confirm building and contents)*
- Has the water receded, is your property accessible?
- *(gather any other information about the water in the area, how high, other houses etc)*

I do need to advise you that your policy does NOT provide cover for flood damage; however we are in the process of assessing all claims.

At this stage, your claim is lodged for consideration only. However, to ensure that we review your specific situation, a Home Assessor has been appointed to attend your property. Your assessor will be in contact with you shortly to arrange a visit as soon as they can access your area.

We understand this is a difficult time for you and are here to work with you through this event. Once the assessor has attended and we have clarification on the cause of damage we will be in contact to provide you with an update.

## Q&A FLOOD SCRIPTING

**Am I covered?**

Flood is not covered by your policy; however we are reviewing each claim on an individual basis.

**When will an assessor attend?**

We have received a number of claims for this event, and have assessors in the area right now. We will be in touch with you shortly to arrange an inspection. Access is also an issue currently in getting into some areas.

**Can I throw out damaged contents (eg. Carpet)?**

As your claim is lodged for consideration only, you need to bare in mind that the items damaged may not be repaired or replaced. As such, please give careful consideration before removing any items as they will need to be sighted by our Assessor.

However, if you need to remove items for Health or Safety reasons, ie. Carpet, please place the items in a secure location so they can be inspected by the Assessor. ie. Such as a shed, garage or fenced backyard.

**How long will it take to make a decision?**

We understand that this is a difficult time for our customers and aim to have an outcome as soon as possible. Unfortunately we cannot provide you with an exact time frame at this stage.

**Do you think you might pay the claims ex-gratia like you did previously (Emerald 2008)?**

I'm not in a position to make those predictions.

What I can say is that when we made the small number of ex-gratia payments in Emerald in 2008 we stated they were one-off payments and that it wouldn't be sustainable to continue to pay for flood losses when we're not collecting a premium for flood.

# Qld Storm Event (December 2010 – January 2011)

Last updated 18 January 2011 (1.00pm)

**NOTE:** Any deviation from the following process or other queries should be referred to your Senior or Team Manager.

Recent changes have been highlighted in red.

## PRIORITY LIST:

Due to the number of distinct and separate events that have occurred within the overall event through Qld, some claims have been isolated and will be handled separately to the rest of the event.

**Brisbane's Priorities are:**

- Contacting customers for validation on Urgent & Semi Urgent lodgements
- Contacting customers for validation on Toowoomba Flash Flooding claims
- Actioning all new potential flood claims in Brisbane / Ipswich area

**Interstate assistance priorities are:**

- Contacting customers for validation on all other BAU Storm claims & BAU claims
- Incoming customer correspondence (mail, documents and email boxes)

## SUMMARY OF THE UNIQUE EVENTS:

### **Toowoomba Storm Claims**

Incident date of 10/01/2011 – 11/01/2011

Located to postcodes 4311 – 4401

Qld Staff will validate these claims due to the urgency and sensitivity of the event.

Toowoomba & Lockyer Valley claims were due to flash flooding.

### **Rural Flood Claims**

Incident dates between 24/12/2010 – Current

Located to postcodes 4350 to 4703

Townships include Emerald, Rockhampton, Bundaberg, Chinchilla, Warwick, St George, Dalby, Gayndah, Gympie & Maryborough.

These claims are potential flood claims. All queries to be emailed to Matthew Jarrett for delegation.

### **Brisbane & Ipswich Flood Claims**

Incident dates between 11/01/2011 – Current

Located to all Metro Brisbane & Ipswich suburbs

'Flood Scripting' must be used for ALL validations on these claims.

### **BAU Storm & BAU Claims**

All other Storm and BAU claims (all incident dates, majority SE Qld)

BAU Storm claims will comprise of areas outside the regions above and damage such as rain damage, Roof damage, Lightning and Tree Impact etc.

**STORM VALIDATION TEMPLATE**

Claim Valid / Not Valid:  
 CLII Code:  
 Excess:  
 Extent & Type of Damage:  
 Estimate updated: Y/N  
 Incident Date Correct:  
 Temp Accom Required:  
 Builder/Assessor Allocated:

I cannot finalise claim because –

-  
 XS \$ to be deducted

\*\*\* Third party authority given to \*\*\*

**UPDATING CLII AT VALIDATION**

It is extremely important to accurately determine the Criticality of each claim at the point of Validation. If you are not certain, please refer the claim to your Team Manager.

This means, on validation you must change the Urgent, Semi Urgent & Non Urgent codes using the CLII function to the Criticality codes as listed below. Ensure CLII is updated on both the Buildings AND Contents claim. Bonus will NOT update the other if only one claim has been updated.

**IMPORTANT - POTENTIAL FLOOD CLAIMS (BRISBANE & IPSWICH CLAIMS)**

CLII is to be updated as usual but with the letter "F" in front of the classification. For example:

- "F CRITICAL" = FLOOD CRITICAL
- "F SEMI CRITICAL" = FLOOD SEMI CRITICAL
- "F NON CRITICAL" = FLOOD NON CRITICAL

**NON - POTENTIAL FLOOD CLAIMS**

Critical	Semi Critical	Non Critical
Non-liveable	Home Inundated with water	External Home Damage
Home Inundated above waist	Sub-standard living conditions	Fence Damage
Major Structural Damage	Minor Structural Damage	Jetties
Damaged Pool Fences	Damage to most walls & floor	Clotheslines
High Risk - Media	Accommodation required later	Garage Contents
Elderly / Disabled	Part roof not water tight	Wet floors & skirting boards
Safety Issues & Asbestos		Minor damage
Sewerage		
Contentious Claim		
No Water Supply		
Potential Total Loss		

Note: The criticality of a claim (ie Critical, Semi-Critical or Non Critical) should not be changed after it is initially applied at validation, unless it was incorrectly coded originally or the extent of damage changes.

### WORKLIST ALLOCATION & FILE MANAGEMENT:

All files are to remain OPEN in CIS regardless of whether a Builder or an Assessor has been allocated. Notes are to be placed in CIS as these will transfer across to Opus automatically. Discretion is requested for Bring Up types and timeframes.

Due to the number of unique events which make up the overall event within Qld, claims from different events will be separated within the worklists as follows:

- Toowoomba Flash Flood claims to be referred to Recovery Group 5
- Rural Flood claims to be referred to Recovery Group 6
- Brisbane & Ipswich Flood claims to be referred to Recovery Group 7
- BAU Storm (SE Qld Rain) claims to be referred to Groups 1 – 10 (by last digit of HI claim number)

This applies to all Severities, including Critical & Semi Critical claims.

### PREFERRED BUILDERS

Builders can be smart allocated on all claims via Opus.

#### Builders Currently Activated

AJ GRANT  
BIRS  
BAY BUILDING  
ENSURE  
MAINCOM  
PATTERSON'S  
SIEMSEN

#### Builders Currently Turned Off

CVSG  
QAT  
JOHNS LYNG GROUP

#### **Make Safes:**

- Potential Flood Claims: NO Make safe or emergency repairs are to be authorised on potential flood claims, without approval from a team manager. If you feel a make safe is urgently needed (ie. Electrical safety issue), please see your team manager.
- Non-Potential Flood Claims / BAU Storm Claims: If a make safe is required on a normal Storm claim, allocate a preferred builder using smart allocation. Email the builder to notify of the urgency.

## ALLOCATION OF ASSESSMENT

The following claims must be referred to an internal assessor via OPUS:

- All "F CRITICAL" / "F SEMI CRITICAL" / "F NON CRITICAL" (potential Flood claims)
- All "CRITICAL" and "SEMI CRITICAL" Storm claims

OPUS Allocation - FIELD assessment to "QLD Storm Team"

All other Storm claims and BAU claims that require an Assessor, refer these also via Opus.

**How do I determine if a claim goes to Assessing?**

1. How would you rate the damage to your property on a scale of 1 to 5 and 5 being the worst.

1. Stain on ceiling, fence damage etc
2. Water has entered the home damaging walls and ceilings.
3. Water damage to ceilings, walls and flooring
4. Water has inundated all parts of the home
5. Major loss of contents/buildings, safety concern, home is unliveable.

If in scale from 3 to 5 you would allocate an assessor.

2. How much damage is there to the property, e.g. damage to entire house or isolated to 1 room.
3. Are utilities available and working. Eg. Electricity, water, toilets and bathrooms.

### **Assessment Report referrals to Home Assessing over \$10,000**

All building assessment reports whereby the estimated cost exceeds \$10,000 will need to be referred to Home Assessing for review, via OPUS as a FIELD assessment.

### CARPET RESTORERS AND SUPPLIERS

Chemdry is in Toowoomba AND have been given authority to remove carpet where water damaged. They will not attempt restoration on any carpet.

They will also remove or restore Contents items only if they complete an Inventory.

Suppliers can be smart allocated via Opus, however access to many areas is currently not available.

### FOOD SPOILAGE

Coverage for Food Spoilage is as per the QLD PDS (see below):

- Food Only Claim – Covered if the insured has Accidental Damage cover. There is no limit but the AD excess applies.
- Contents damaged and Food Spoilage – Covered (no limit). Normal excess applies.

Potential Flood Claims – Food damage by Flood is lodged for consideration.

Coles Myer stores may not be open due to flooding, so a cash settlement may be preferable.

Ask the insured the value of food lost and settle with a Coles Myer card. If needed, encourage the insured to take photos before throwing out the food. DO NOT request a list of food items, request a value and negotiate what you feel is reasonable (Verbal POL).

### VERBAL PROOF OF LOSS LIMIT

Given the volume of claims, verbal POL is Critical.

- Electrical goods if inundated should be replaced up to \$1000 without a repairer's report.
- Furniture (excluding hardwood) can also be replaced if inundated however ask the insured to take photos as POL.



### DEBRIS REMOVAL – SWIMMING POOLS

Given majority of these requests will be potential flood claims, coverage for removal of debris from swimming pools is not allowed under the policy unless advised otherwise.

### STORM CREATED OPENING:

Inundation, overflowing gutters, wind driven rain, etc is covered under the terms of the policy.

Where the policy exclusion "Storm Created Opening" applies is stated as loss or damage caused by water entering through:

- An opening in the roof or walls that was not created by the storm - for example, the poor condition of the roof means the home is not watertight
- Any tarpaulins or fixings set up whilst the insured is renovating or altering the home

### ASBESTOS

Refer ALL asbestos claims to Assessing, and classify the claim as CRITICAL.

### FENCES

Do not allocate a builder for fence damage if it is the only damage claimed. Request the insured to get their own quote.

For dividing fences in QLD, we will only contribute 50% of the cost

### EMERGENCY / TEMPORARY ACCOMMODATION & LOSS OF RENT

When you identify customers that have been put into temporary accommodation, please email the claim number and accommodation timeframes through to [REDACTED]@iag.com.au). This also applies to landlord claims where the tenant has vacated the property (loss of rent).

For Potential Flood claims please refer to the scripting at the end of this document.

These claims will then be entered onto the Customer Issues Register.

### DISPUTES - FLOOD SPECIFIC IDR PROCESS

If Customers dispute a flood decline, they can obtain a second hydrologist report from the joint ICA/ Govt panel at our cost. Managers are to be informed of any disputes.

## PAYMENTS

All payments on Contents claims must be paid in OPUS.  
Payments on Building claims can be paid in Bonus directly.

For all payments, ensure your case notes clearly reflect the following:

What you are paying

- Who you are paying
- The amount being paid
- Whether you have deducted the excess for the payment
- Your updated I CANNOT FINALISE notation

## NATIONAL CONTACT CENTRE

### Customer Quotes

Customers are free to obtain their own quotes for repairs that need to be completed.  
The quote must confirm the following:

- That the damages are the result of the storm.
- Clearly identify the extent of damage, e.g. water staining to bedroom 1 ceiling (20m<sup>2</sup>), water damage to kitchen bench top, 4 lineal metres
- Breakdowns of work required, materials and associated fees & charges

### Urgent Repairs

We will cover emergency make safe repairs for all claims. If the claim is a potential flood, consider the urgency and the need for a make safe (whilst the claim may not be covered, we need to ensure our customers are safe).

### Photos

To assist in substantiating their claim customers with access to a digital camera will need to take detailed photos of the damage caused by the storm. These can be faxed, posted or emailed to us with the quotation or tax invoice prior to the final settlement being prepared

If the customer requests a timeframe for call back, please advise the following:

*"The Claims Department will be in contact soon, however there may be delays in this contact due to the volume of claims that have been received from this significant storm event throughout Qld."*

## CONTACT NUMBERS

### CAC Contacts:

NRMA Home Claims = 07 3087 6303 (Priority xtn 76304)

NRMA Motor Claims = 07 3087 6301 (Priority xtn 76302)

Gateway Fax = 07 3135 1470

NRMA Home Claims Email Address = [qld.home.claims@iag.com.au](mailto:qld.home.claims@iag.com.au)

NRMA Motor Claims Email Address = [qld.car.claims@iag.com.au](mailto:qld.car.claims@iag.com.au)

NRMA Towed Motor Email Address = [qld.towed.claims@iag.com.au](mailto:qld.towed.claims@iag.com.au)

### Other Useful Information:

Salvation Army Care Line (for customers who need counselling / someone to talk to) = 1300 363 622

Centrelink Disaster Assistance = 180 22 66

SES = 132 500

Traffic & Travel (Road Closure Information) = 13 19 40 (or [www.131940.qld.gov.au](http://www.131940.qld.gov.au))

Energex (Fallen Power Lines) = 13 19 62

Brisbane City Council (Fallen Trees & Storm water drain issues) = 07 3403 8888

Brisbane City Council website for useful information = <http://www.brisbane.qld.gov.au/>

## LEAVING MESSAGES

In times of high call volumes and wait times across the county, it is important that staff ensure they leave a direct contact number, back to the correct team, when leaving any type of message to call back to customers with existing claims.

This will avoid customers calling back via the general numbers, thereby waiting in a NCC queue before being transferred to the relevant CAC and potentially being asked to wait in their respective queue as well.

## STORM COST CENTRE

All Overtime should be submitted via ESS and allocated to Cost Centre 7300100.

## PAYMENT AUTHORISING – THIS SECTION TO BE CONFIRMED

The Full Review limit has been increased for Brisbane Storm Claims to \$10,000.

All payments less than \$10,000 to have a fast track review completed.

## **ASSESSOR REQUIREMENTS AND GUIDELINES**

### **OWNERSHIP OF JOBS:**

The allocated assessor will be required to take ownership of the claim until:

#### **Building Claims**

- The assessment is complete and
- The Builder is authorised or
- Settlement to the customer is made or decided (cash settlement, c/o cheque or decline).
- The assessor will be asked to provide assistance if a variation is received and **MUST** be actioned within 48hrs.

#### **Contents**

The allocated assessor will be required to take ownership of the claim until:

- The assessment is complete and the settlement has been discussed and agreed with the customer. (This includes completing a list of items for procurement).
- Claims Triage Team: to process the list of contents -- ie. procure items, issue store cards, cash settlements or c/o cheques.

All claims allocated to an interstate assessor will be tracked and reported daily to the executive team. Interstate assessors will retain responsibility for finalising their file until the stages as listed above are complete.

### **CONTENTIOUS CLAIMS:**

There are some areas where the damage is storm water run-off and some which will be declared flood. Where there is a contentious area or claim. The flood scripting **MUST** be adhered to. Under **NO** circumstances, should you give an opinion on which way you think the decision will go.

### **FLOOD TEMPLATE:**

Flood template is not required If the claim is not coded with "F" criticality (NON-contentious claims).

### **HOME ASSESSING DAILY DEBRIEF MEETINGS**

We will be holding daily debrief meetings at 4.30pm. This is to discuss what you have experienced during the day, how you are feeling, emerging trends & issues that arise and suggested.

These be held at Southbank or teleconference for those assessors working from a remote location. You are required to dial in to [REDACTED] - meeting code [REDACTED]

## FLOOD SCRIPTING (POTENTIAL FLOOD CLAIMS -- VALIDATIONS)

This scripting **MUST** be given to the customer on first contact for All Potential Flood claims:

Good Morning/Afternoon, its *(insert name)* calling from NRMA Insurance in regards to your claim. Are you and your family safe? Do you have a few moments to discuss your claim?

To assist me in determining the cause of the damage, can I please verify some information? *[please confirm the following]*

- Do you know where the water has come from that has entered your property? *[Describe the incident]*
- How did the water enter your property? *[through the roof or ot floor level]*
- When did the water enter your property? *[approximate date and time]*
- What is damaged? *[confirm building and contents]*
- Has the water receded, is your property accessible?
- *[gather any other information about the water in the orea, how high, other houses etc]*

I do need to advise you that your policy does NOT provide cover for flood damage; however we are in the process of assessing all claims.

At this stage, your claim is lodged for consideration only. However, to ensure that we review your specific situation, a Home Assessor has been appointed to attend your property. Your assessor will be in contact with you shortly to arrange a visit as soon as they can access your area.

We understand this is a difficult time for you and we are here to work with you through this event. Once the assessor has attended and we have clarification on the cause of damage we will be in contact to provide you with an update.

## TEMPORARY ACCOMMODATION SCRIPTING (POTENTIAL FLOOD CLAIMS)

### **Can you pay for temporary accommodation?**

Yes, we can pay for temporary accommodation subject to us agreeing to the cost first. Your claim is currently lodged for consideration so, when we are able to, we will determine whether your policy covers your claim. If your claim is covered, the temporary accommodation payment will form part of the claim paid. If your claim is not covered, the temporary accommodation payment will be an ex gratia payment.

### **Will I need to pay back the cost of the accommodation if my claim is denied?**

If your claim is covered under the policy, your temporary accommodation will be included as part of the claim paid. However, if your claim is not covered under the policy you will NOT have to pay back the cost of your accommodation (this is a cost that NRMA Insurance will bear for you on an ex-gratia basis).

### **Will I need to leave my temporary accommodation straight away if my claim is denied?**

No, if your claim is not covered under the policy we will discuss your accommodation at the time. We will cover the cost of your accommodation after this point until you can find suitable alternative accommodation, up to a maximum of 14 days, on an ex gratia basis.

### **When will you determine if my claim is covered?**

We understand this is a difficult time for you and we are here to work with you through this event. Once the assessor has attended and we have clarification on the cause of damage we will be in contact to provide you with an update.

### **Note:**

- Any customers placed in emergency accommodation must be emailed with the claim number to [REDACTED] to record and add to Customer Issues Register.
- The cost of the temporary accommodation must be reasonable. We have to agree that they are reasonable rates prior to accepting the cost of the temporary accommodation.
- For Potential Flood claims, please use your discretion as to the need. We will NOT cover costs for customers to stay with family or friends.
- When arranging accommodation, first explore if the customer has somewhere to stay. If needed, Atlantic Pacific may be able to assist with finding accommodation.

## **Q&A FLOOD SCRIPTING**

### **Am I covered for Flood?**

Flood is not covered by your policy; however we are reviewing each claim on an individual basis.

### **When will an assessor attend?**

We have received a number of claims for this event, and have assessors in the area right now. We will be in touch with you shortly to arrange an inspection. Access is also an issue currently in getting into some areas.

### **Can I throw out damaged contents (eg. Carpet)?**

As your claim is lodged for consideration only, you need to bare in mind that the items damaged may not be repaired or replaced. Feel free to dispose of items as you begin the clean up process to avoid health and safety issues but we ask that you please keep a list of these items and arrange photographs if possible.

### **How long will it take to make a decision?**

We understand that this is a difficult time for our customers and aim to have an outcome as soon as possible. Unfortunately we cannot provide you with an exact time frame at this stage.

### **Do you think you might pay the claims ex-gratia like you did previously (Emerald 2008)?**

I'm not in a position to make those predictions.

What I can say is that when we made the small number of ex-gratia payments in Emerald in 2008 we stated they were one-off payments and that it wouldn't be sustainable to continue to pay for flood losses when we're not collecting a premium for flood.

# Qld HOME FLOOD Catastrophe Event (December 2010 – January 2011)

Last updated 5 February 2011 (12.00pm)

**NOTE:** Any deviation from the following process or other queries should be referred to your Senior or Team Manager.

Recent changes have been highlighted in red.

Home Catastrophe ph: 07 3087 6314

Towed Motor ph: 07 3087 6306

## PRIORITY LIST:

Due to the number of distinct and separate events that have occurred within the overall event through Qld, some claims have been isolated and will be handled separately to the rest of the event.

**Brisbane's Priorities are:**

- Contacting customers for validation on Urgent & Semi Urgent lodgements
- Contacting customers for validation on Toowoomba Flash Flooding claims
- Actioning all new potential flood claims in Brisbane / Ipswich area

**Interstate assistance priorities are:**

- Contacting customers for validation on all other BAU Storm claims & BAU claims
- Incoming customer correspondence (mail, documents and email boxes)

## SUMMARY OF THE UNIQUE EVENTS:

### **Toowoomba Storm Claims**

Incident date of 10/01/2011 – 11/01/2011

Located to postcodes 4311 – 4401

Qld Staff will validate these claims due to the urgency and sensitivity of the event.

Toowoomba & Lockyer Valley claims were due to flash flooding.

### **Rural Flood Claims**

Incident dates between 24/12/2010 – Current

Located to postcodes 4402 to 4703

Townships include Emerald, Rockhampton, Bundaberg, Chinchilla, Warwick, St George, Dalby, Gayndah, Gympie & Maryborough.

These claims are potential flood claims. All queries to be emailed to Matthew Jarrett for delegation.

### **Brisbane & Ipswich Flood Claims**

Incident dates between 11/01/2011 – Current

Located to all Metro Brisbane & Ipswich suburbs

'Flood Scripting' must be used for ALL validations on these claims.

### **BAU Storm & BAU Claims**

All other Storm and BAU claims (all incident dates, majority SE Qld)

BAU Storm claims will comprise of areas outside the regions above and damage such as rain damage, Roof damage, Lightning and Tree Impact etc.



**STORM VALIDATION TEMPLATE**

Claim Valid / Not Valid: Pending - Potential Flood Claim

CLII Code:

Excess:

Extent & Type of Damage:

Estimate updated: Y/N

Incident Date Correct:

Temp Accom Required:

Builder/Assessor Allocated:

I cannot finalise claim because –

XS \$ to be deducted

\*\*\* Third party authority given to \*\*\*

**UPDATING CLII AT VALIDATION**

It is extremely important to accurately determine the Criticality of each claim at the point of Validation. If you are not certain, please refer the claim to your Team Manager.

This means, on validation you must change the Urgent, Semi Urgent & Non Urgent codes using the CLII function to the Criticality codes as listed below. Ensure CLII is updated on both the Buildings AND Contents claim. Bonus will NOT update the other if only one claim has been updated.

**IMPORTANT - POTENTIAL FLOOD CLAIMS (BRISBANE & IPSWICH CLAIMS)**

CLII is to be updated as usual but with the letter "F" in front of the classification. For example:

- "F CRITICAL" = FLOOD CRITICAL
- "F SEMI CRITICAL" = FLOOD SEMI CRITICAL
- "F NON CRITICAL" = FLOOD NON CRITICAL

**NON - POTENTIAL FLOOD CLAIMS**

Critical	Semi Critical	Non Critical
Non-liveable	Home Inundated with water	External Home Damage
Home Inundated above waist	Sub-standard living conditions	Fence Damage
Major Structural Damage	Minor Structural Damage	Jetties
Damaged Pool Fences	Damage to most walls & floor	Clotheslines
High Risk - Media	Accommodation required later	Garage Contents
Elderly / Disabled	Part roof not water tight	Wet floors & skirting boards
Safety Issues & Asbestos		Minor damage
Sewerage		
Contentious Claim		
No Water Supply		
Potential Total Loss		

Note: The criticality of a claim (ie Critical, Semi-Critical or Non Critical) should not be changed after it is initially applied at validation, unless it was incorrectly coded originally or the extent of damage changes.

### **WORKLIST ALLOCATION & FILE MANAGEMENT:**

All files are to remain OPEN in CIS regardless of whether a Builder or an Assessor has been allocated. Notes are to be placed in CIS as these will transfer across to Opus automatically. Discretion is requested for Bring Up types and timeframes.

Due to the number of unique events which make up the overall event within Qld, claims from different events will be separated within the worklists as follows:

- Toowoomba Flash Flood claims to be referred to Recovery Group 5
- Rural Flood claims to be referred to Recovery Group 6
- Brisbane & Ipswich Flood claims to be referred to Recovery Group 7
- BAU Storm (SE Qld Rain) claims to be referred to Groups 1 – 10 (by last digit of HI claim number)

This applies to all Severities, including Critical & Semi Critical claims.

### **PREFERRED BUILDERS**

Builders can be smarted allocated on all NON-POTENTIAL Flood claims via OPUS. Do NOT allocate a builder on a Potential Flood claim.

#### **Builders Currently Activated**

- BAY BUILDING
- BIRS
- ENSURE
- MAINCOM
- PATTERSON'S
- SIEMSEN

#### **Builders Currently Turned Off**

- CVSG
- JOHNS LYNG GROUP
- QAT
- AJ GRANT

#### **Make Safes:**

- Potential Flood Claims: NO Make safe or emergency repairs are to be authorised on potential flood claims, unless there is damage to a pool fence. Any instances of pool fence damage are to be directed to Matt Jarrett and Peter Davie. We will pay for basic permanent fencing to eliminate the risk.
- Non-Potential Flood Claims / BAU Storm Claims: If a make safe is required on a normal Storm claim, allocate a preferred builder using smart allocation. Email the builder to notify of the urgency.

## ALLOCATION OF ASSESSMENT

The following claims must be referred to an internal assessor via OPUS:

- All "F CRITICAL" / "F SEMI CRITICAL" / "F NON CRITICAL" (potential Flood claims)
  - Allocate assessor at validation by providing the Home Assessing Support team (members listed below) with the claim number and suburb of assessment.
  - They will book the assessment while you have the customer on the phone and provide with the assessment date.
  - You then inform the customer of the assessment date, provide them with their allocated assessor's phone number and confirm the assessor will contact them closer to the date to provide them with a more specific time.
  - Interstate staff can email the Home Assessing Support to for a callback.
- All other "CRITICAL" claims (non-potential flood claims)
  - Allocate the claim as a FIELD assessment to "A BRISBANE ASSESSOR" in Opus (NOTE THE ASSESSING SUPPORT TEAM WILL BOOK THESE ASSESSMENTS VIA THE APPOINTMENT LIST)

Follow the process below for all other claims where an assessor would normally be needed:

- All other Claims (SEMI CRITICAL & NON CRITICAL BAU & STORM claims)
  - Nidus are able to assist in the assessment of Semi Critical and Non Critical BAU / Storm Contents claims (this excludes potential flood claims).
  - These claims should only be referred to Nidus if the claim is not able to be settled as a Desktop assessment.
  - Manually allocate Nidus on these claims by sending an email to [REDACTED] at Nidus CC [REDACTED]
  - Ensure you send the email from the QldandSA Builders mailbox and request a read receipt (to confirm received) and attach this receipt to Opus once returned.
  - Included in each email will be the following template:

Subject: CLAIM NUMBER / NAME / ADDRESS

ATTN: NEIL BROWN - PLEASE RESPOND VIA EMAIL CONFIRMING ACCEPTANCE OF THE JOB

Please arrange inspection of damaged contents at the following property. Report to be returned to [qld.builders@iag.com.au](mailto:qld.builders@iag.com.au).

Name:

Address:

Contact Numbers:

Incident Description:

Date of incident:

## HOME ASSESSING SUPPORT TEAM MEMBERS

- [REDACTED]
- [REDACTED]
- [REDACTED]

It is the responsibility of the Home Assessing Support Team to ensure the assessor has the correct amount of assessments (5 addresses) booked in per day. If an assessor has less than this, then you will need to book them until this number is reached.

### MONITORING OF BAU CLAIMS IN CONTENTIOUS SUBURBS

BAU validation template will be amended to include a check of all Theft, Malicious damage, Fire, Accidental Damage and Escape of Water claims against a list of suburbs that have been identified as contentious.

Claims Consultant's to confirm if any new lodgements for these specific claim types are located in the contentious claim suburbs, as well as cross referencing any previous contentious claims. Advise the Team Manager [REDACTED] who will review and escalate if required.

### CARPET RESTORERS AND SUPPLIERS

Chemdry is in Toowoomba AND have been given authority to remove carpet where water damaged. They will not attempt restoration on any carpet. They will also remove or restore Contents items only if they complete an inventory.

Suppliers can be smart allocated via Opus, however access to many areas is currently not available.

### FOOD SPOILAGE

Coverage for Food Spoilage is as per the QLD PDS (see below):

- Food Only Claim – Covered if the insured has Accidental Damage cover. There is no limit but the AD excess applies.
- Contents damaged and Food Spoilage – Covered (no limit). Normal excess applies.

Potential Flood Claims – Food damage by Flood is lodged for consideration.

Coles Myer stores may not be open due to flooding, so a cash settlement may be preferable. Ask the insured the value of food lost and settle with a Coles Myer card. If needed, encourage the insured to take photos before throwing out the food. **DO NOT** request a list of food items, request a value and negotiate what you feel is reasonable (Verbal POL).

### VERBAL PROOF OF LOSS LIMIT

Given the volume of claims, verbal POL is Critical.

- Electrical goods if inundated should be replaced up to \$1000 without a repairer's report.
- Furniture (excluding hardwood) can also be replaced if inundated however ask the insured to take photos as POL.

### FATALITY CLAIMS:

Email [REDACTED] to add the claim to the Customer Issues Register (please note FATALITY CLAIM in the subject line).

### DEBRIS REMOVAL – SWIMMING POOLS

Given majority of these requests will be potential flood claims, coverage for removal of debris from swimming pools is not allowed under the policy unless advised otherwise.

### STORM CREATED OPENING:

Inundation, overflowing gutters, wind driven rain, etc is covered under the terms of the policy.

Where the policy exclusion "Storm Created Opening" applies is stated as loss or damage caused by water entering through:

- An opening in the roof or walls that was not created by the storm - for example, the poor condition of the roof means the home is not watertight
- Any tarpaulins or fixings set up whilst the insured is renovating or altering the home

### ASBESTOS

Refer ALL asbestos claims to Assessing, and classify the claim as CRITICAL.

### FENCES

Do not allocate a builder for fence damage if it is the only damage claimed. Request the insured to get their own quote.

For dividing fences in QLD, we will only contribute 50% of the cost

### EMERGENCY / TEMPORARY ACCOMMODATION & LOSS OF RENT

When you identify customers that have been put into temporary accommodation, please email the claim number and accommodation timeframes through to [REDACTED]  
This also applies to landlord claims where the tenant has vacated the property (loss of rent).

For Potential Flood claims please refer to the scripting at the end of this document.

These claims will then be entered onto the Customer Issues Register.

### DISPUTES - FLOOD SPECIFIC IDR PROCESS

If Customers dispute a flood decline, please inform your manager who will advise you of the dispute process.

### DECLINE / CANCELLATION STATUS ON FLOOD / CONTENTIOUS CLAIMS

Claim status in Bonus is not to be changed on any contentious claim unless you are approved to do so by your team manager.

## PAYMENTS

All payments on Contents claims must be paid in OPUS.  
Payments on Building claims can be paid in Bonus directly.

For all payments, ensure your case notes clearly reflect the following:

What you are paying

- Who you are paying
- The amount being paid
- Whether you have deducted the excess for the payment
- Your updated I CANNOT FINALISE notation

## CONTACT NUMBERS

### **CAC Contacts:**

Home Catastrophe ph: 07 3087 6314 (To be given to All "F" Critical customers and All Critical & Semi Critical Storm customers)  
Motor Catastrophe ph: 1300 557 349 (Towed motor are giving out this number for return calls)  
NRMA Home Claims = 07 3087 6303 (Priority xtn 76304)  
NRMA Motor Claims = 07 3087 6301 (Priority xtn 76302)  
Gateway Fax = 07 3135 1470

NRMA Home Claims Email Address = [qld.home.claims@iag.com.au](mailto:qld.home.claims@iag.com.au)  
NRMA Motor Claims Email Address = [qld.car.claims@iag.com.au](mailto:qld.car.claims@iag.com.au)  
NRMA Towed Motor Email Address = [qld.towed.claims@iag.com.au](mailto:qld.towed.claims@iag.com.au)

### **Other Useful Information:**

Salvation Army Care Line (for customers who need counselling / someone to talk to) = 1300 363 622  
Centrelink Disaster Assistance = 180 22 66  
SES = 132 500  
Traffic & Travel (Road Closure Information) = 13 19 40 (or [www.131940.qld.gov.au](http://www.131940.qld.gov.au))  
Energex (Fallen Power Lines) = 13 19 62  
Brisbane City Council (Fallen Trees & Storm water drain issues) = 07 3403 8888  
Brisbane City Council website for useful information = <http://www.brisbane.qld.gov.au/>

## LEAVING MESSAGES

In times of high call volumes and wait times across the county, it is important that staff ensure they leave a direct contact number, back to the correct team, when leaving any type of message to call back to customers with existing claims.

This will avoid customers calling back via the general numbers, thereby waiting in a NCC queue before being transferred to the relevant CAC and potentially being asked to wait in their respective queue as well.

**STORM COST CENTRE**

All Overtime should be submitted via ESS and allocated to Cost Centre 7300100.

**MEDIA ENQUIRIES**

Should you be approached by the media, please do not offer a comment, but instead refer them to



## **ASSESSOR REQUIREMENTS AND GUIDELINES**

### **OWNERSHIP OF JOBS:**

The allocated assessor will be required to take ownership of the claim until:

#### **Building Claims**

- The assessment is complete and
- The Builder is authorised or
- Settlement to the customer is made or decided (cash settlement, c/o cheque or decline).
- The assessor will be asked to provide assistance if a variation is received and **MUST** be actioned within 48hrs.

#### **Contents**

The allocated assessor will be required to take ownership of the claim until:

- The assessment is complete and the settlement has been discussed and agreed with the customer. (This includes completing a list of items for procurement).
- Claims Triage Team: to process the list of contents – ie. procure items, issue store cards, cash settlements or c/o cheques.

All claims allocated to an interstate assessor will be tracked and reported daily to the executive team. Interstate assessors will retain responsibility for finalising their file until the stages as listed above are complete.

### **CONTENTIOUS CLAIMS:**

There are some areas where the damage is storm water run-off and some which will be declared flood. Where there is a contentious area or claim. The flood scripting **MUST** be adhered to. Under **NO** circumstances, should you give an opinion on which way you think the decision will go.

### **FLOOD TEMPLATE:**

Flood template is not required if the claim is not coded with "F" criticality (NON-contentious claims).

### **HOME ASSESSING DAILY DEBRIEF MEETINGS**

We will be holding daily debrief meetings at 4.30pm. This is to discuss what you have experienced during the day, how you are feeling, emerging trends & issues that arise and suggested.

These be held at Southbank or teleconference for those assessors working from a remote location. You are required to dial in to [REDACTED] – meeting code [REDACTED]



## GUIDE TO ASSESSING PONTOONS / JETTY CLAIMS

All claims for pontoons and jetties during the flood event should be considered contentious and should be referred to [REDACTED]

### Step 1: establish cover for jetty

- 1 Determine if jetty is part of the site<sup>1</sup>. To determine this you will need to consider:
  - Does the jetty touch the land where the insured house is situated?
  - Has the statutory authority given a legal right or legal control to the insured for the jetty?
- 2 If the jetty is part of the site, move to step 2 for building claim.
- 3 Determined is any lost items not attached to or part of the jetty were owned by the insured or a family member. Move to step 2 for contents claim.

### Step 2: establish cover for event<sup>2</sup>

- 1 Establish what caused the loss.
- 2 If loss was caused by impact to the jetty or content by another item, move to step 3.
- 3 If loss was caused by force of water only, move to step 4.

### Step 3: confirm impact cover

- 1 Establish what item impacted the jetty/contents. Impact must be by one of the following:
  - external aerial, mast, flagpole or satellite dish.
  - an aircraft, vehicle or watercraft.
  - debris from space, or an aircraft, rocket or satellite.
  - a branch or tree.
- 2 If no impact by these any of these items, move to step 4.
- 3 Determine whether the impact that caused the loss occurred within the normal confines of the river. If yes, move to step 5. If no, move to step 4.

*Example 1, if a car strikes the mooring point of the pontoon in the river where the mooring point usually sits, this may be covered.*

*Example 2, if a tree branch strikes the jetty at the point of structural connection with the land and this point is usually on dry land, this may not be covered.*

### Step 4: confirm accidental damage cover

- 1 Determine if customer has the accidental damage optional cover. If no, move to step 6.
- 2 If customer has accidental damage cover, determine whether the water impact that caused the loss occurred within the normal confines of the river. If yes, move to step 5. If no, move to step 6.

*Example 1, if the force of water at the mooring point of the pontoon in the river (where the mooring point usually sits inside the river) causes the pontoon damage, this may be covered.*

*Example 2, if the force of water at the point of structural connection of the jetty with the land (and this point is usually on dry land) causes damage to the pontoon, this may not be covered.*

### Step 5: seek confirmation from manager to admit claim

### Step 6: seek confirmation from manager to deny claim

<sup>1</sup> Site is the land where your home is located and the yard or garden surrounding it that you use primarily for domestic residential purposes, at the address shown on your current Certificate of Insurance. The site includes any land or other area that touches your site and for which any statutory authority has made you responsible, but it does not include the nature strip outside your home.

<sup>2</sup> It has been assumed that storm is not an event that caused these losses.

## FLOOD SCRIPTING (POTENTIAL FLOOD CLAIMS – VALIDATIONS)

This scripting **MUST** be given to the customer on first contact for All Potential Flood claims:

Good Morning/Afternoon, its *(insert name)* calling from NRMA Insurance in regards to your claim. Are you and your family safe? Do you have a few moments to discuss your claim?

To assist me in determining the cause of the damage, can I please verify some information? *[please confirm the following]*

- Do you know where the water has come from that has entered your property? *[Describe the incident]*
- How did the water enter your property? *[through the roof or at floor level]*
- When did the water enter your property? *[approximate date and time]*
- What is damaged? *[confirm building and contents]*
- Has the water receded, is your property accessible?
- *[gather any other information about the water in the area, how high, other houses etc]*

I do need to advise you that your policy does NOT provide cover for riverine flood damage but does cover a sudden, excessive run-off of water as a direct result of a storm within your local area. Riverine flooding relates more to intense upper catchment rain resulting in lower catchment flooding, often referred to as "sunny-day flooding".

We are currently in the process of assessing all claims but at this stage, your claim is lodged for consideration only. However, to ensure that we review your specific situation, a Home Assessor has been appointed to attend your property. Your assessor will be in contact with you shortly to arrange a visit as soon as they can access your area.

We understand this is a difficult time for you and we are here to work with you through this event. Once the assessor has attended and we have clarification on the cause of damage we will be in contact to provide you with an update.

## **TEMPORARY ACCOMMODATION SCRIPTING (POTENTIAL FLOOD CLAIMS)**

### **Can you pay for temporary accommodation?**

Yes, we can pay for temporary accommodation subject to us agreeing to the cost first. Your claim is currently lodged for consideration so, when we are able to, we will determine whether your policy covers your claim. If your claim is covered, the temporary accommodation payment will form part of the claim paid. If your claim is not covered, the temporary accommodation payment will be an ex gratia payment.

### **Will I need to pay back the cost of the accommodation if my claim is denied?**

If your claim is covered under the policy, your temporary accommodation will be included as part of the claim paid. However, if your claim is not covered under the policy you will NOT have to pay back the cost of your accommodation (this is a cost that NRMA Insurance will bear for you on an ex-gratia basis).

### **Will I need to leave my temporary accommodation straight away if my claim is denied?**

No, if your claim is not covered under the policy we will discuss your accommodation at the time. We will cover the cost of your accommodation after this point until you can find suitable alternative accommodation, up to a maximum of 14 days, on an ex gratia basis.

### **When will you determine if my claim is covered?**

We understand this is a difficult time for you and we are here to work with you through this event. Once the assessor has attended and we have clarification on the cause of damage we will be in contact to provide you with an update.

### **Note:**

- Any customers placed in emergency accommodation must be emailed with the claim number to [REDACTED] to record and add to Customer Issues Register.
- The cost of the temporary accommodation must be reasonable. We have to agree that they are reasonable rates prior to accepting the cost of the temporary accommodation.
- For Potential Flood claims, please use your discretion as to the need. We will NOT cover costs for customers to stay with family or friends.
- When arranging accommodation, first explore if the customer has somewhere to stay. If needed, Atlantic Pacific may be able to assist with finding accommodation.

## Q&A FLOOD SCRIPTING GUIDLINES

### **Am I covered for Flood?**

Flood is not covered by your policy; however we are reviewing each claim on an individual basis.

### **When will an assessor attend?**

We have received a number of claims for this event, and have assessors in the area right now. We will be in touch with you shortly to arrange an inspection.

### **Can I throw out damaged contents (eg. Carpet)?**

As your claim is lodged for consideration only, you need to bare in mind that the items damaged may not be repaired or replaced. Feel free to dispose of items as you begin the clean up process to avoid health and safety issues but we ask that you please keep a list of these items and arrange photographs if possible.

### **How long will it take to make a decision?**

We understand that this is a difficult time for our customers and aim to have an outcome as soon as possible. Unfortunately we cannot provide you with an exact time frame at this stage.

### **Do you think you might pay the claims ex-gratia like you did previously (Emerald 2008)?**

I'm not in a position to make those predictions.

What I can say is that when we made the small number of ex-gratia payments in Emerald in 2008 we stated they were one-off payments and that it wouldn't be sustainable to continue to pay for flood losses when we're not collecting a premium for flood.

### **Why are you covering some claims and not others?**

I just want to assure you that we are actually covering claims in line with our home policy. In Queensland, our home policy provides cover for stormwater run-off and flash-flooding. An unforeseen flash-flood – like the one that swept through Toowoomba, for example – is covered under our policy. Our policy doesn't cover, nor do we charge a premium for, riverine flooding where floodwaters have flowed downstream after rains have stopped.

### **Why are you denying claims?**

We are actually paying claims in accordance with our policy.

### **How do you determine the difference between flood and flash flood?**

We would consider a flash-flood to be the sudden, excessive run-off caused by a storm in your local area, where as flooding is the water rising some time later at a different location. Sometimes it is difficult to determine the difference, so we use independent hydrologists to make an assessment.

**We thought we were covered – isn't it your responsibility to make sure that customers know that they are exposed?**

We agree this is a tragic event and know that people like yourselves have found themselves without cover. We are very up front about what our policies cover and what they don't. We inform anyone taking out a building, home or landlords policy in Queensland that we don't cover flood. This information is reinforced in our policy booklet, which is sent to all customers when they take out a policy.

**We've been paying premiums for years only to find we may not be covered. How is this fair?**

I understand your frustration. However, I just want to assure you that we haven't charged you or any other customers for flood cover. None of our customers have paid for something they're not getting. None are being denied coverage under their policy. We agree this is a tragic event and realise you and others have found themselves without cover. We have been up front about what our policies cover and what they don't.

**Why don't you have a flood product?**

We've been working for some time to ensure we have quality data to price flood cover fairly, consistently and appropriately in Queensland. Unfortunately, quality and consistent data isn't available for more than 90% of catchments in the state.

**Suncorp is able to provide flood cover – why not you?**

I can't make any comments on what other companies do. From our perspective, the flood data is too poor in too many areas and too inconsistent for us to be able to offer a flood product fairly and consistently to customers across Queensland.

**Why have we been waiting so long for a decision?**

We understand your frustration and are genuinely working through claims as quickly as possible so decisions can be made. This is an extraordinary event that has impacted a number of communities over a number of weeks. We've brought in additional assessors from interstate and are doing everything we can to expedite the process.

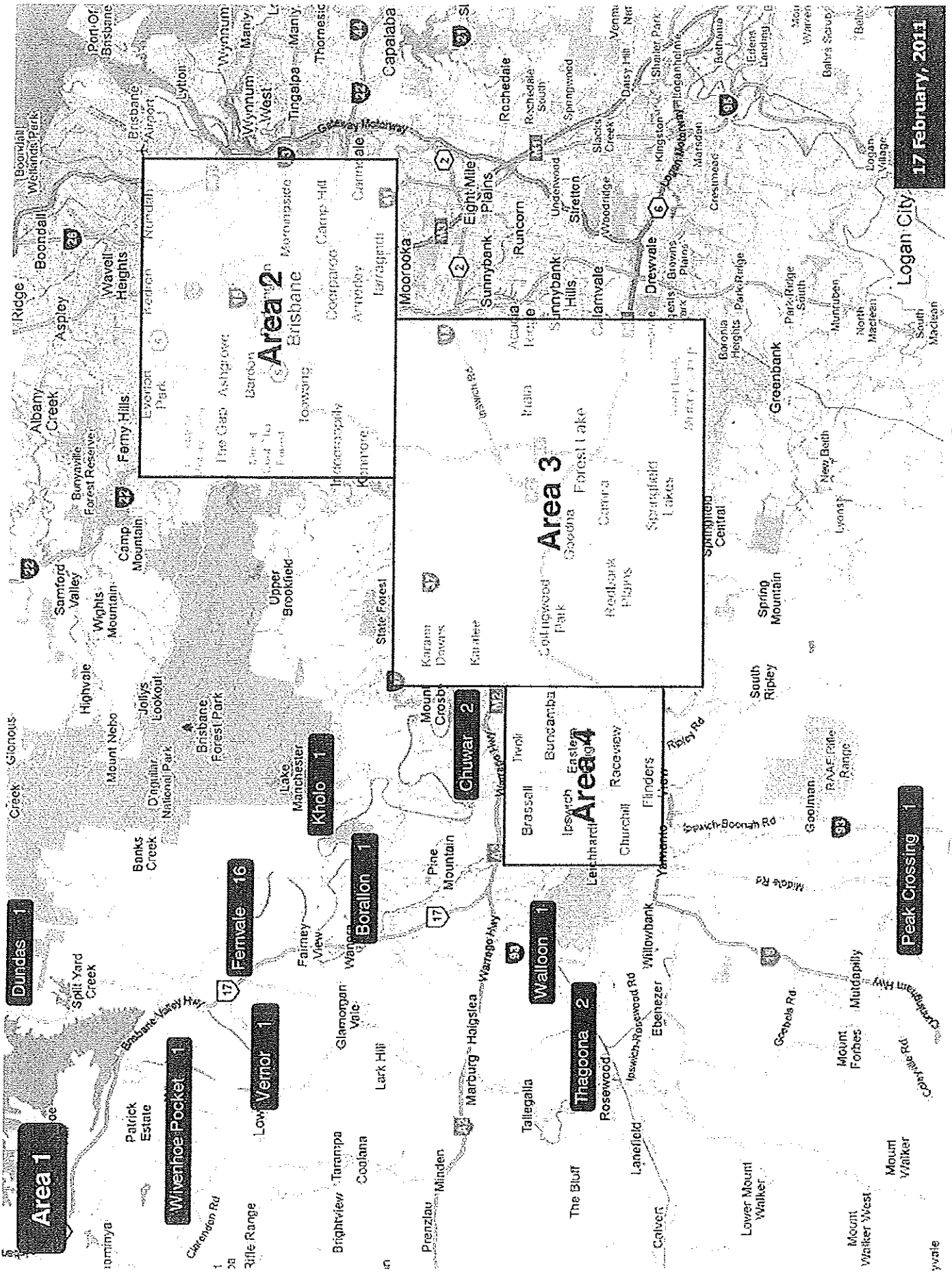
.....

# Brisbane & Ipswich Flood Map – By Customer

.....

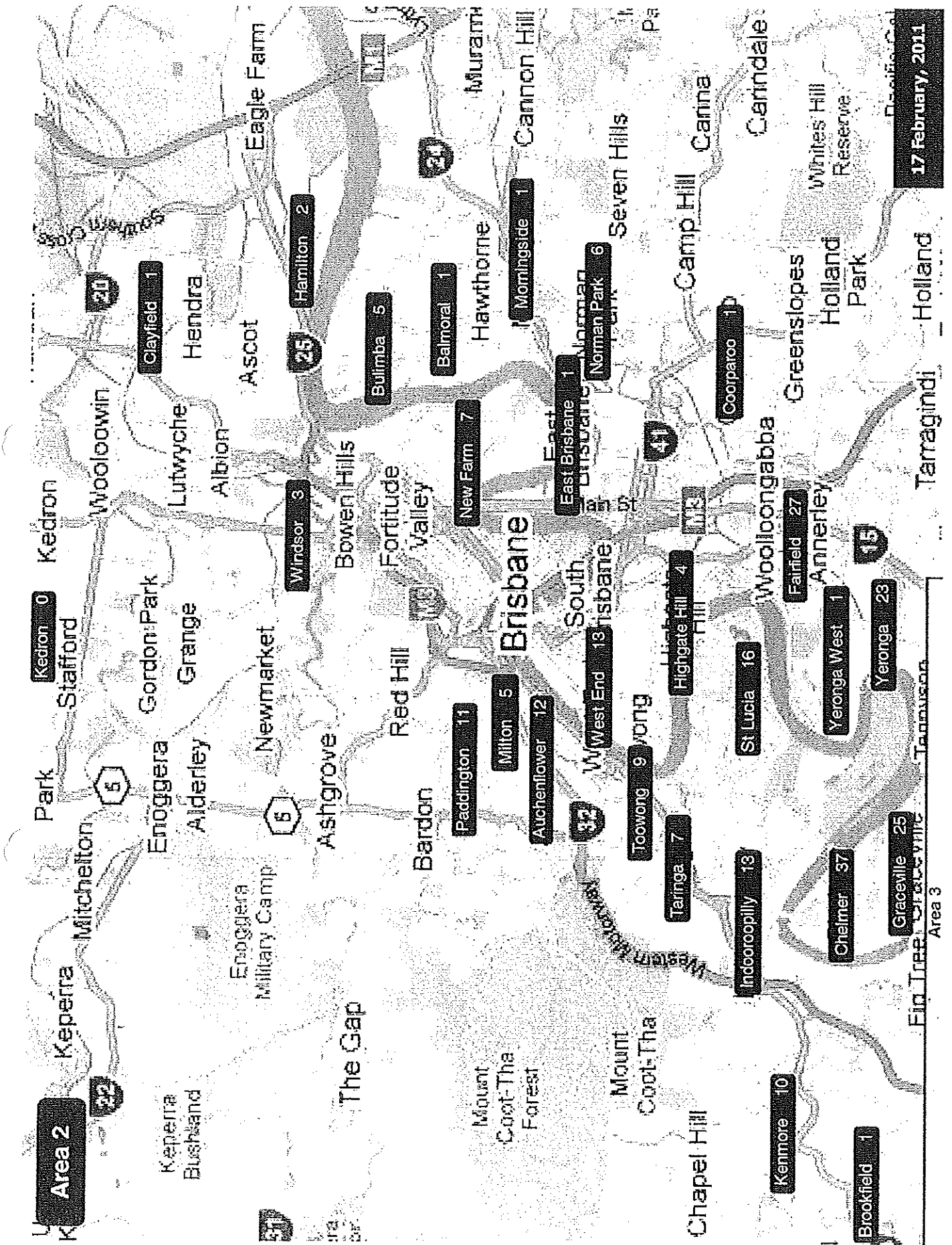
As at 7am 17 February 2011



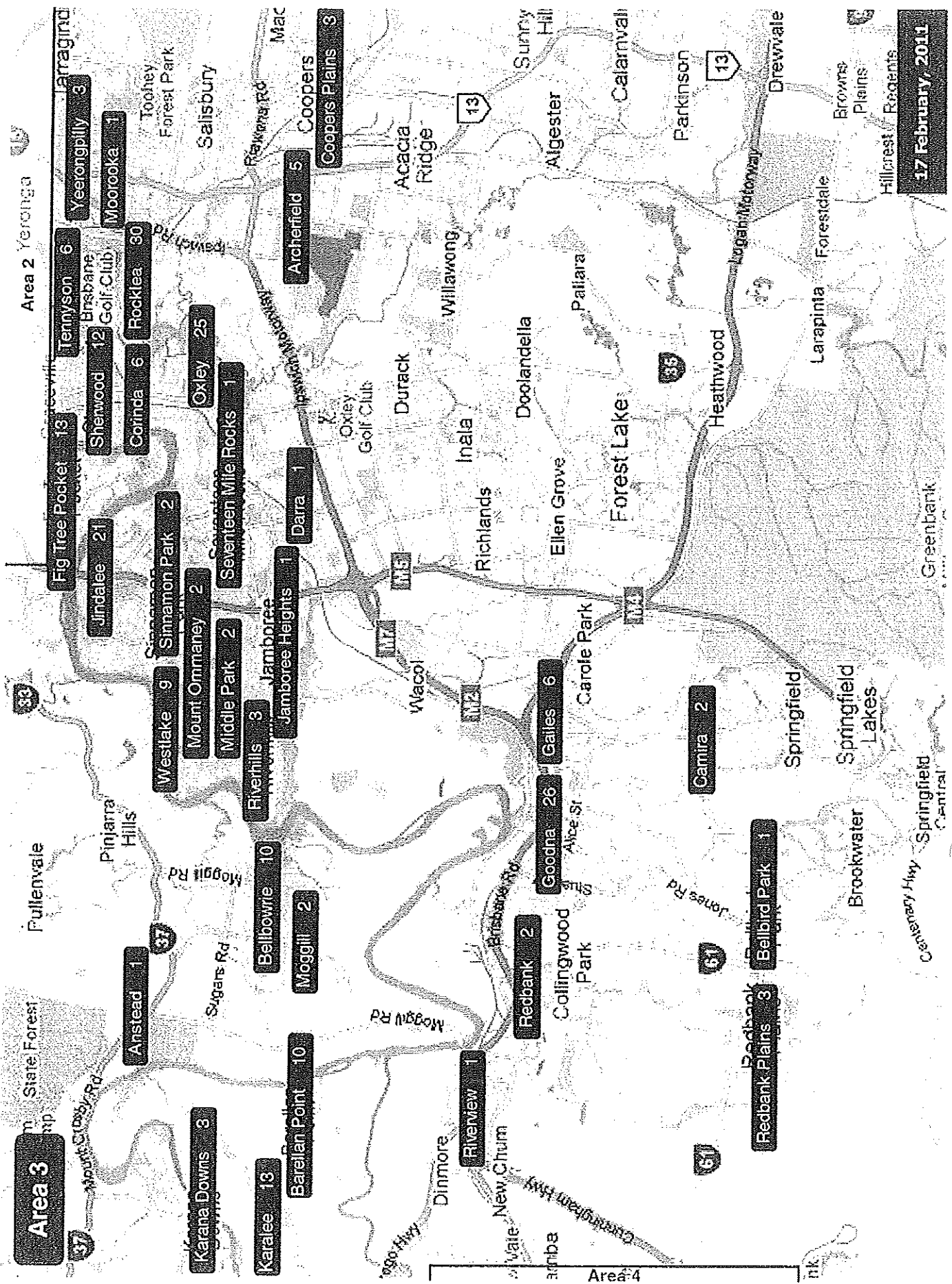


17 February, 2011

Logan City



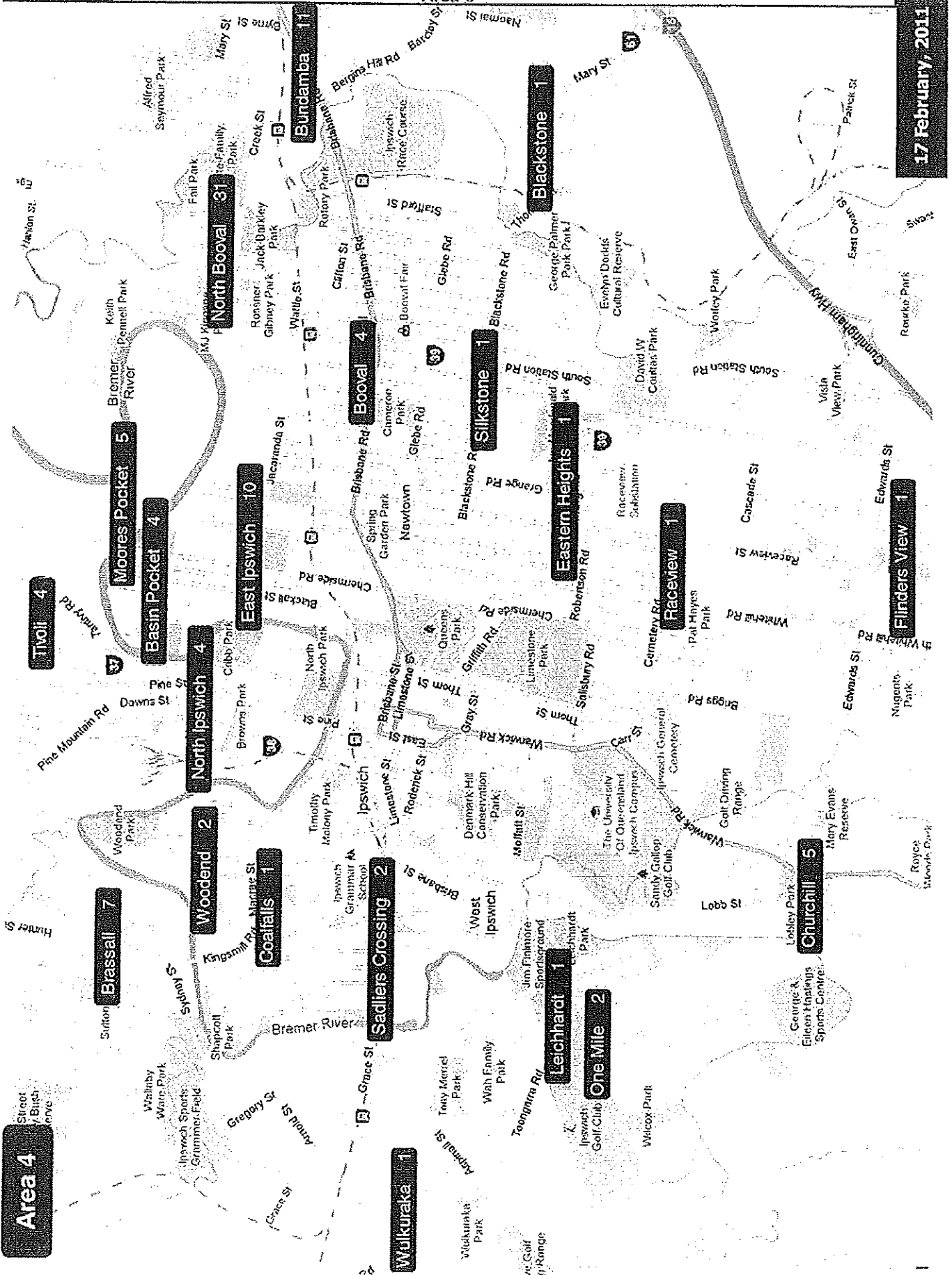




17 February, 2011

Area 3

17 February, 2011



# Flood Criticalities by Mapped Area – Total Customers

As at 7am 17 February 2011

All Areas *	Red	Amber	Green	Unknown	Total
Area 1	1	0	26	0	27
Area 2	180	17	44	1	242
Area 3	161	13	51	1	226
Area 4	53	14	31	1	99
<b>Total</b>	<b>395</b>	<b>44</b>	<b>152</b>	<b>3</b>	<b>594</b>

\* Areas cover Brisbane & Ipswich only.

Building & Contents claims only. Data is shown by customer, one claim per property

Red Zone = Claims within the 4.6m River height  
 Amber Zone = Claims within 100m of the 4.6m River Height  
 Green Zone = All other claims.  
 Unknown = Unable to map property address

Source: Cognos Recent Storms  
 Cube, IAG, QLD Claim State,  
 Events:

2010/12/21-29 : Heavy Rain North  
 & East AUS 6

2011/01/04-11 : Heavy Rain &  
 Storms East AUS

# Flood Criticalities by Mapped Area

As at 7am 17 February 2011

Area 1	Road	Amber	Green	Unpassable	Total
Berillios	1	0	1	0	1
Cherwell	1	0	1	0	2
Dunbar	0	0	1	0	1
Harvale	0	0	15	0	15
Blade	0	0	1	0	1
Peak Crossing	0	0	1	0	1
Tharagoa	0	0	2	0	2
Verner	0	0	1	0	1
Walton	0	0	1	0	1
Winchester Pocket	0	0	1	0	1
<b>Total</b>	<b>1</b>	<b>0</b>	<b>25</b>	<b>0</b>	<b>27</b>

Building & Contents claims only. Data is shown by customer, one claim per property

Source: Cognos Recent Storms  
Cube, IAG, QLD Claim State,  
Events:

2010/12/21-29 : Heavy Rain North  
& East AUS 7

2011/01/04-11 : Heavy Rain &  
Storms East AUS

# Flood Criticalities by Mapped Area

As at 7am 17 February 2011

Area 2	Wind	Archie	Geoff	Deborah	Total
Aluminum Newer	1	1	1	0	3
Bellwood	1	0	0	0	1
Brookton	0	0	1	0	1
Bullimba	1	0	1	0	2
Chelms	0	0	1	0	1
Gayfield	1	0	1	0	2
Greenparks	1	0	0	0	1
Green Burdstone	1	0	0	0	1
Griffith	1	1	1	0	3
Grasslands	1	0	1	0	2
Harrogate Hill	1	0	0	0	1
Invercup	0	0	0	0	0
Marion	0	0	0	0	0
Marionville	1	0	1	0	2
Milburn	1	0	1	0	2
Merriemans	0	0	1	0	1
New Europe	1	0	1	0	2
Norman Park	0	0	1	0	1
Ormondton	1	1	1	0	3
SEVEN	1	1	1	0	3
Thornhill	0	0	1	0	1
Woolsway	1	1	1	0	3
Woolsway West End	1	1	1	0	3
Woolsway	1	1	1	0	3
Yarragall	1	1	1	0	3
Yarragall West	1	0	0	0	1
Total	17	17	14	1	49

Building & Contents claims only. Data is shown by customer, one claim per property

Source: Cognos Recent Storms  
Cube, IAG, QLD Claim State,  
Events:  
2010/12/21-29 : Heavy Rain North  
& East AUS  
2011/01/04-11 : Heavy Rain &  
Storms East AUS



# Flood Criticalities by Mapped Area

As at 7am 17 February 2011

Area 4	Red	Amber	Green	Unknown	Total
Basin Pocket	3	1	0	0	4
Blackstone	0	0	1	0	1
Booval	2	0	2	0	4
Brassall	4	0	3	0	7
Bundamba	6	1	4	0	11
Churchill	3	2	0	0	5
Coalfalls	0	1	0	0	1
East Ipswich	9	1	0	0	10
Eastern Heights	0	0	1	0	1
Flinders View	0	0	1	0	1
Leichhardt	0	0	1	0	1
Moore's Pocket	3	0	2	0	5
North Booval	17	5	8	1	31
North Ipswich	2	0	2	0	4
One Mile	0	0	2	0	2
Raceview	0	0	1	0	1
Sadliers Crossing	0	1	1	0	2
Silkstone	0	0	1	0	1
Tivoli	3	0	1	0	4
Woodend	1	1	0	0	2
Wulkuraka	0	1	0	0	1
<b>Total</b>	<b>53</b>	<b>14</b>	<b>31</b>	<b>1</b>	<b>99</b>

All Areas *	Red	Amber	Green	Unknown	Total
<b>Total</b>	<b>357</b>	<b>44</b>	<b>152</b>	<b>3</b>	<b>556</b>

Building & Contents claims only. Data is shown by customer, one claim per property

\* Areas cover Brisbane & Ipswich only.

Source: Cognos Recent Storms Cube, IAG, QLD Claim State, Events:

2010/12/21-29 : Heavy Rain North & East AUS 10

2011/01/04-11 : Heavy Rain & Storms East AUS

# Flood Criticalities by Property – Customer Count

As at 7am 17 February 2011

Brisbane			
Flood Critical	0		
Flood Semi Critical	0		
Flood Non Critical	495		
<b>Total</b>	<b>495</b>		

Ipswich - Goodina			
Flood Critical	57		
Flood Semi Critical	3		
Flood Non Critical	5		
<b>Total</b>	<b>65</b>		

Laidley			
Flood Critical	0		
Flood Semi Critical	0		
Flood Non Critical	0		
<b>Total</b>	<b>0</b>		

Emerald			
Flood Critical	0		
Flood Semi Critical	17		
Flood Non Critical	10		
<b>Total</b>	<b>27</b>		

Bundaberg			
Flood Critical	1		
Flood Semi Critical	1		
Flood Non Critical	4		
<b>Total</b>	<b>6</b>		

Gympie			
Flood Critical	0		
Flood Semi Critical	1		
Flood Non Critical	0		
<b>Total</b>	<b>1</b>		

Rockhampton			
Flood Critical	0		
Flood Semi Critical	2		
Flood Non Critical	5		
<b>Total</b>	<b>7</b>		

Maryborough			
Flood Critical	0		
Flood Semi Critical	1		
Flood Non Critical	1		
<b>Total</b>	<b>2</b>		

Chinchilla			
Flood Critical	1		
Flood Semi Critical	1		
Flood Non Critical	0		
<b>Total</b>	<b>2</b>		

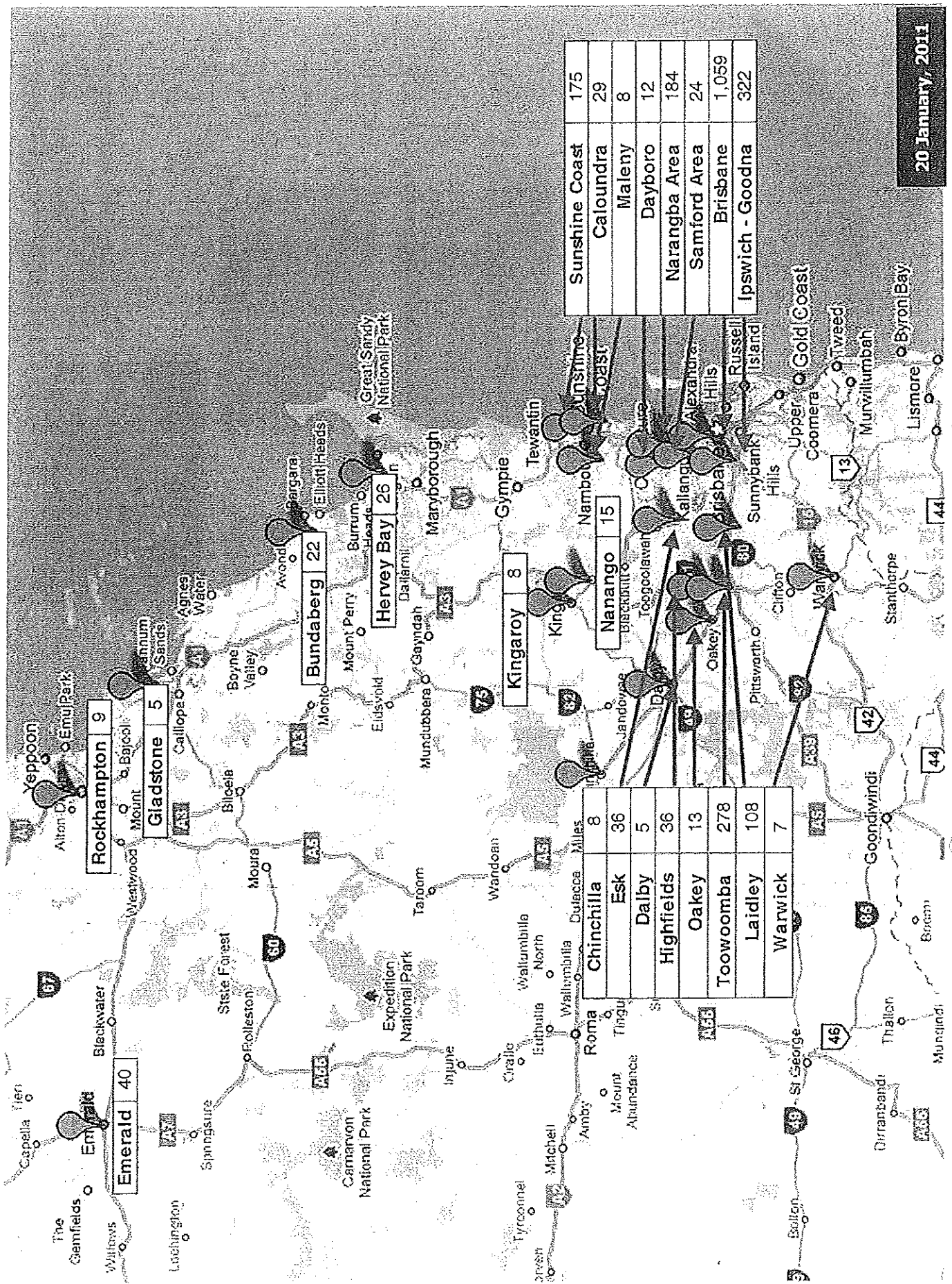
All Other Areas			
Flood Critical	1		
Flood Semi Critical	3		
Flood Non Critical	15		
<b>Total</b>	<b>19</b>		

QLD Total			
Flood Critical	150		
Flood Semi Critical	238		
Flood Non Critical	101		
<b>Total</b>	<b>489</b>		

Building & Contents claims only. Data is shown by customer, one claim per property

Source: Cognos Recent Storms Cube, IAG, QLD Claim State, Events: 11  
2010/12/21-29 : Heavy Rain North & East AUS  
2011/01/04-11 : Heavy Rain & Storms East AUS





20 January, 2011

# Lodgements by town & Incident date

As at 7am 20 January 2011

	Incidents 30th to 19th January 2011	All Other Incident Dates	Total
Bribane	154	105	1,054
Darwich - Queensland	207	113	322
Forrester	240	58	301
Rhynie/Ina Area	109	95	1,047
Sunshine Coast	95	95	1,175
Laidley	57	17	103
Emerald	1	94	90
Esik	27	7	30
Highgate	25	10	30
Cannulla	13	16	29
Harvey Bay	0	25	25
Stanford Area	15	3	24
Bendalong	0	22	22
Kilnmeads	0	7	15
Osley	11	1	13
Dayboro	0	7	11
Rochampton	0	9	9
Ministry	5	1	6
Chin Hills	1	7	8
Warwick	1	6	7
Milbany	4	4	8
Bulby	7	9	5
Clackams	0	5	5
All Other Areas	59	71	127
<b>Total</b>	<b>1,225</b>	<b>1,265</b>	<b>2,551</b>

Source: Cognos Recent Storms Cube, IAG, QLD  
 Claim State, Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Detailed Lodgements by Town

As at 7am 20 January 2011

Brisbane	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Brisbane	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	180	368	548	Building	7	74	39	98	219	38
Contents	141	249	390	Contents	1	65	25	86	110	51
Motor	31	81	112	Motor	0	0	0	0	0	0
Niche	2	7	9	Niche	0	0	0	0	0	0
<b>Total</b>	<b>354</b>	<b>705</b>	<b>1059</b>	<b>Total</b>	<b>8</b>	<b>139</b>	<b>64</b>	<b>184</b>	<b>329</b>	<b>89</b>

Incidents with 10th January 2011 Incident Dates	All Other Incident Dates	Total	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	180	548	7	74	39	98	219	38
Contents	141	390	1	65	25	86	110	51
Motor	31	112	0	0	0	0	0	0
Niche	2	9	0	0	0	0	0	0
<b>Total</b>	<b>354</b>	<b>1059</b>	<b>8</b>	<b>139</b>	<b>64</b>	<b>184</b>	<b>329</b>	<b>89</b>

Incidents with 10th & 11th January 2011 Incident Dates	All Other Incident Dates	Total	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	180	548	7	74	39	98	219	38
Contents	141	390	1	65	25	86	110	51
Motor	31	112	0	0	0	0	0	0
Niche	2	9	0	0	0	0	0	0
<b>Total</b>	<b>354</b>	<b>1059</b>	<b>8</b>	<b>139</b>	<b>64</b>	<b>184</b>	<b>329</b>	<b>89</b>

Source: Cognos Recent Storms Cube, IAG, QLD Claim State, Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Detailed Lodgements by Town

As at 7am 20 January 2011

Narangba Area	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Narangba Area	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	70	37	107	Building	9	2	27	5	50	2
Contents	49	5	54	Contents	9	0	12	3	18	7
Motor	19	3	22	Motor	0	0	0	0	0	0
Niche	1	0	1	Niche	0	0	0	0	0	0
<b>Total</b>	<b>139</b>	<b>45</b>	<b>184</b>	<b>Total</b>	<b>18</b>	<b>2</b>	<b>39</b>	<b>8</b>	<b>68</b>	<b>9</b>

Supreme Court	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Supreme Court	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	3	2	5	Building	1	1	2	1	4	0
Contents	7	5	12	Contents	1	1	4	1	7	1
Motor	3	1	4	Motor	1	1	1	0	3	0
Niche	0	1	1	Niche	0	0	0	0	0	0
<b>Total</b>	<b>13</b>	<b>9</b>	<b>22</b>	<b>Total</b>	<b>3</b>	<b>3</b>	<b>7</b>	<b>2</b>	<b>14</b>	<b>1</b>

Lambilly	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Lambilly	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	5	0	5	Building	1	1	2	1	5	1
Contents	5	2	7	Contents	1	0	4	1	6	1
Motor	11	1	12	Motor	1	0	0	0	1	1
Niche	1	1	2	Niche	1	0	0	0	1	1
<b>Total</b>	<b>22</b>	<b>4</b>	<b>26</b>	<b>Total</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>2</b>	<b>13</b>	<b>4</b>

Source: Cognos Recent Storms Cube, IAG, QLD Claim State, Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Detailed Lodgements by Town

As at 7am 20 January 2011

Emerald	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Emerald	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	0	9	9	Building	0	2	0	5	0	2
Contents	1	19	20	Contents	0	8	0	5	0	7
Motor	0	10	10	Motor	0	0	0	0	0	0
Niche	0	1	1	Niche	0	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>39</b>	<b>40</b>	<b>Total</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>9</b>

Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Emerald	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	0	9	Building	0	2	0	5	0	2
Contents	1	20	Contents	0	8	0	5	0	7
Motor	0	10	Motor	0	0	0	0	0	0
Niche	0	1	Niche	0	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>40</b>	<b>Total</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>9</b>

Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Emerald	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	0	9	Building	0	2	0	5	0	2
Contents	1	20	Contents	0	8	0	5	0	7
Motor	0	10	Motor	0	0	0	0	0	0
Niche	0	1	Niche	0	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>40</b>	<b>Total</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>9</b>

Source: Cognos Recent Storms Cube, IAG, QLD  
 Claim State, Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Detailed Lodgements by Town

As at 7am 20 January 2011

Caloundra	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Caloundra	Critical	Semi Critical	Flood Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	9	9	18	Building	2	2	0	2	8	2
Contents	4	6	10	Contents	1	1	0	1	4	0
Motor	0	0	0	Motor	0	0	0	0	0	0
Niche	0	1	1	Niche	0	0	0	0	0	0
<b>Total</b>	<b>13</b>	<b>16</b>	<b>29</b>	<b>Total</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>12</b>	<b>2</b>

Harvey Bay	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Harvey Bay	Critical	Semi Critical	Flood Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	1	1	2	Building	1	1	1	1	0	0
Contents	1	1	2	Contents	1	0	1	0	0	0
Motor	0	0	0	Motor	0	0	0	0	0	0
Niche	1	0	1	Niche	0	0	0	0	0	0
<b>Total</b>	<b>3</b>	<b>2</b>	<b>5</b>	<b>Total</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>

Hamford Area	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Hamford Area	Critical	Semi Critical	Flood Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	4	7	11	Building	1	1	0	1	7	1
Contents	1	1	2	Contents	0	1	0	1	1	1
Motor	1	1	2	Motor	0	1	0	1	1	1
Niche	1	1	2	Niche	0	0	0	0	1	1
<b>Total</b>	<b>7</b>	<b>10</b>	<b>17</b>	<b>Total</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>10</b>	<b>4</b>

Source: Cognos Recent Storms Cube, IAG, QLD  
 Claim State, Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Detailed Lodgements by Town

As at 7am 20 January 2011

Bundaberg	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Bundaberg	Critical	Road Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	0	11	11	Building	2	2	0	1	4	1
Contents	0	6	6	Contents	0	0	0	1	2	2
Motor	0	1	1	Motor	0	0	0	0	0	0
Niche	0	4	4	Niche	0	0	0	0	0	1
<b>Total</b>	<b>0</b>	<b>22</b>	<b>22</b>	<b>Total</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>6</b>	<b>4</b>

Maroochydore	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Maroochydore	Critical	Road Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	1	1	2	Building	0	0	1	1	1	1
Contents	1	1	2	Contents	0	0	1	2	1	1
Motor	1	0	1	Motor	0	0	0	0	0	0
Niche	0	0	0	Niche	0	0	0	1	1	1
<b>Total</b>	<b>3</b>	<b>2</b>	<b>5</b>	<b>Total</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>3</b>

Gokney	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Gokney	Critical	Road Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	0	1	1	Building	1	0	2	0	1	0
Contents	0	1	1	Contents	0	0	0	1	1	1
Motor	0	0	0	Motor	0	0	0	0	0	0
Niche	0	0	0	Niche	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>Total</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>

Source: Cognos Recent Storms Cube, IAG, QLD  
 Claim State, Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Detailed Lodgements by Town

As at 7am 20 January 2011

Dayboro	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Dayboro	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	5	2	7	Building	0	0	0	0	4	1
Contents	2	0	2	Contents	0	0	0	0	1	0
Motor	2	1	3	Motor	0	0	0	0	0	0
Niche	0	0	0	Niche	0	0	0	0	0	0
<b>Total</b>	<b>9</b>	<b>3</b>	<b>12</b>	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>1</b>

Rockhampton	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Rockhampton	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	0	1	1	Building	0	0	0	0	0	0
Contents	1	0	1	Contents	0	0	0	0	0	0
Motor	0	1	1	Motor	0	0	0	0	0	0
Niche	0	0	0	Niche	0	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Kingaroy	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Kingaroy	Critical	Flood Critical	Semi Critical	Flood Semi Critical	Non Critical	Flood Non Critical
Building	1	2	3	Building	0	0	0	0	0	0
Contents	2	0	2	Contents	0	0	0	0	0	0
Motor	1	2	3	Motor	0	0	0	0	0	0
Niche	1	0	1	Niche	0	0	0	0	0	0
<b>Total</b>	<b>5</b>	<b>4</b>	<b>9</b>	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Source: Cognos Recent Storms Cube, IAG, QLD Claim State, Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS



# Detailed Lodgements by Town

As at 7am 20 January 2011

Chinchilla	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Chinchilla	Critical	Flood Critical	Sem Critical	Flood Sem Critical	Non Critical	Flood Non Critical
Building	1	3	4	Building	0	2	0	1	1	0
Contents	0	3	3	Contents	0	2	0	1	0	0
Motor	0	1	1	Motor	0	0	0	0	0	0
Other	0	0	0	Other	0	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>7</b>	<b>8</b>	<b>Total</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>0</b>

Marree	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Marree	Critical	Flood Critical	Sem Critical	Flood Sem Critical	Non Critical	Flood Non Critical
Building	1	7	8	Building	1	2	0	1	0	0
Contents	0	1	1	Contents	1	1	0	0	1	0
Motor	0	0	0	Motor	1	0	0	0	0	0
Other	0	0	0	Other	0	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>8</b>	<b>9</b>	<b>Total</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>

Marree	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Marree	Critical	Flood Critical	Sem Critical	Flood Sem Critical	Non Critical	Flood Non Critical
Building	1	3	4	Building	0	1	1	1	1	0
Contents	2	0	2	Contents	1	1	1	0	2	0
Motor	0	0	0	Motor	0	0	0	0	0	0
Other	0	0	0	Other	0	0	0	0	0	0
<b>Total</b>	<b>3</b>	<b>3</b>	<b>6</b>	<b>Total</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>0</b>

Source: Cognos Recent Storms Cube, IAG, QLD  
 Claim State, Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Detailed Lodgements by Town

As at 7am 20 January 2011

Dalby	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Dalby	Critical	Flood Critical	Semi Critical	Road Semi Critical	Non Critical	Road Non Critical
Building	0	2	2	Building	0	1	0	0	0	1
Contents	0	2	2	Contents	0	0	0	1	0	1
Motor	1	0	1	Motor	0	0	0	0	0	0
Wche	0	0	0	Wche	0	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>4</b>	<b>5</b>	<b>Total</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>

Gladesboro	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Gladesboro	Critical	Flood Critical	Semi Critical	Road Semi Critical	Non Critical	Road Non Critical
Building	0	2	2	Building	0	0	0	0	0	0
Contents	0	2	2	Contents	0	0	0	0	0	0
Motor	1	0	1	Motor	0	0	0	0	0	0
Wche	0	0	0	Wche	0	0	0	0	0	0
<b>Total</b>	<b>1</b>	<b>4</b>	<b>5</b>	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Source: Cognos Recent Storms Cube, IAG, QLD Claim State, Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Detailed Lodgements by Town

As at 7am 20 January 2011

All Other Areas	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	All Other Areas	Critical	Road Critical	Semi Critical	Road Semi Critical	Non Critical	Road/Non Critical
Building	22	37	59	Building	2	3	8	4	31	1
Contents	19	22	41	Contents	0	2	1	1	25	2
Motor	7	11	18	Motor	0	0	0	0	0	0
Niche	1	3	4	Niche	0	0	0	0	0	0
<b>Total</b>	<b>49</b>	<b>73</b>	<b>122</b>	<b>Total</b>	<b>2</b>	<b>5</b>	<b>9</b>	<b>5</b>	<b>56</b>	<b>3</b>

Qld Total	Incidents 10th & 11th January 2011	All Other Incident Dates	Total	Qld Total	Critical	Road Critical	Semi Critical	Road Semi Critical	Non Critical	Road/Non Critical
Building	101	107	208	Building	10	17	50	16	111	6
Contents	207	240	447	Contents	0	2	1	1	136	2
Motor	109	200	309	Motor	0	0	0	0	0	0
Niche	6	37	43	Niche	0	0	0	0	0	0
<b>Total</b>	<b>423</b>	<b>584</b>	<b>1007</b>	<b>Total</b>	<b>10</b>	<b>19</b>	<b>51</b>	<b>17</b>	<b>147</b>	<b>8</b>

Source: Cognos Recent Storms Cube, IAG, QLD  
 Claim State. Events:  
 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Catastrophe Event Home Assessments Progress

As at 7am 20 January 2011

	Road Critical	Flood Semi Critical	Flood Non Critical	Total Road	Storm Critical	Storm Semi Critical	Storm Non Critical	Other Criticality Statuses*	Total
<b>Awaiting Assessment - No Booking</b>									
Building	34	46	34	114	14	87	397	166	778
% by Product Criticality	25%	28%	52%	31%	33%	54%	77%	92%	61%
Contents	27	45	54	126	13	43	288	145	615
% by Product Criticality	23%	33%	58%	36%	42%	45%	88%	94%	64%
Home	61	91	88	240	27	130	685	311	1,393
% by Product Criticality	24%	30%	55%	33%	37%	51%	81%	93%	62%
<b>Awaiting Assessment - Booking Held</b>									
Building	75	101	74	250	12	57	100	12	381
% by Product Criticality	55%	61%	57%	54%	29%	36%	19%	7%	30%
Contents	63	77	76	216	6	30	25	8	235
% by Product Criticality	53%	60%	60%	47%	19%	32%	8%	5%	25%
Home	139	176	149	464	18	87	125	20	616
% by Product Criticality	54%	64%	61%	51%	25%	34%	15%	6%	28%
<b>Assessed</b>									
Building	27	19	4	50	15	16	11	3	111
% by Product Criticality	20%	11%	14%	15%	35%	11%	4%	2%	9%
Contents	32	16	17	65	11	17	10	1	109
% by Product Criticality	54%	15%	14%	17%	11%	23%	5%	1%	11%
Home	56	35	27	118	25	18	37	4	220
% by Product Criticality	21%	17%	14%	16%	18%	17%	14%	1%	10%
<b>Total Unbooked</b>									
Building	107	166	118	391	42	160	518	181	1,270
Contents	112	138	113	363	31	95	329	154	959
Home	256	304	149	709	73	255	847	335	2,229

\*All Other Claim statuses = Non validated claims.

Source: Opus Field Assessors Report, Cognos Recent Storms Cube.

filtered for IAG, QLD Claim State, Events:

2010/12/21-29 : Heavy Rain North & East AUS

2011/01/02-14 : Heavy Rain & Storms East AUS

Data based on claim volumes not customer count.

# Criticality Summary

As at 7am 20 January 2011

RecentStormsCube, Thursday, 20 January 2011, 7:02:26 AM

[ZAG][All Storm Incidents][All Expenditure][All Incident Dates][All Policy States][0:0:0][All Portfolios][All Claim Types][All Claim Statuses][All Adjustment Methods][All Estimate Types][All Critical Statuses][Print][All Claims in Contents][All in Reports Date Range][HESURES]

2011/01/04-12: Heavy Rain & Storms East AUS	Closed										Open										All Claim Statuses
	Nr Of Claims as values	All Critical Statuses	% Closed	Critical	Flood Critical	% Critical	Semi Critical	Flood Semi Critical	% Semi Critical	Non Critical	Flood Non Critical	% Non Critical	Urgent	Semi Urgent	Non Urgent	No Category	All Critical Statuses				
Home	Home Buildings	26	3.0%	28	104	15.8%	99	130	27.5%	279	51	39.6%	3	36	98	6	934	860			
	Home Contents	30	3.8%	27	106	17.6%	83	120	26.9%	212	77	38.3%	3	35	86	6	755	785			
	Home	56	3.4%	55	210	16.7%	182	250	27.2%	491	128	39.0%	6	71	184	12	1,589	1,645			
Landlords	Landlord Building	7	6.0%	3	21	22.0%	18	26	40.4%	27	4	28.4%	0	4	5	1	109	116			
	Landlord Contents	0	0.0%	0	1	10.0%	1	6	70.0%	2	0	20.0%	0	0	0	0	10	10			
	Landlords	7	5.6%	3	22	21.0%	19	32	42.9%	29	4	27.7%	0	4	5	1	119	126			
Motor	Motor	10	3.9%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0	0	248	258			
Niche	Niche	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	1	13	14	14			
	All Portfolios	73	6.9%	53	222	17.9%	203	272	33.9%	520	132	33.9%	6	76	200	27	2,070	2,143			
2010/12/21-29: Heavy Rain North & East AUS	Home Buildings	26	10.0%	4	7	4.7%	32	8	17.1%	160	9	72.2%	0	6	8	0	234	260			
	Home Contents	19	11.8%	2	12	9.9%	9	11	14.1%	81	13	66.2%	0	3	11	0	142	161			
	Home	45	10.7%	6	19	6.6%	41	19	16.0%	241	22	69.9%	0	9	19	0	376	421			
Landlords	Landlord Building	3	8.6%	3	3	18.8%	5	3	25.0%	15	1	50.0%	1	1	0	0	32	35			
	Landlord Contents	0	0.0%	0	1	20.0%	1	0	20.0%	2	1	50.0%	0	0	0	0	5	5			
	Landlords	3	7.5%	3	4	18.9%	6	3	24.3%	17	2	51.4%	1	1	0	0	37	40			
Motor	Motor	6	12.5%	0	0	0.0%	0	0	0.0%	0	0	0.0%	0	0	0	0	42	48			
Niche	Niche	0	0.0%	0	0	0.0%	0	0	0.0%	0	1	11.1%	0	0	1	7	9	9			
	All Portfolios	35	20.3%	9	23	6.9%	47	23	19.0%	103	13	20.0%	1	10	20	7	454	513			

Source: Recent Storm cube.  
Updated Daily

Home Contents includes Personal Effects.  
'No Category' Includes Other, PDR and Total Loss.

# Customer Contact - Number of Claims Validated

## As at 7am 20 January 2011

RecentStormsCube\_Thursday, 20 January 2011 7:02:26 AM

Nbr Of Claims as Values	Home			Landlords		Motor	Niche	All Portfolios	%
	Home Buildings	Home Contents (Inc PE)	Landlord Building	Landlord Contents					
Critical	30	29	3	0	0	0	0	62	4.2%
Flood Critical	105	106	22	1	0	0	0	234	15.9%
Semi Critical	102	83	20	1	0	0	0	206	14.0%
Flood Semi Critical	130	121	26	6	0	0	0	283	19.2%
Non Critical	292	228	29	2	0	0	0	551	37.4%
Flood Non Critical	52	80	4	0	0	0	0	136	9.2%
Validations Completed	711	647	104	10	0	0	0	1,472	72.1%
Urgent	3	4	0	0	0	0	0	7	1.2%
Semi Urgent	36	36	4	0	0	0	0	76	13.3%
Non Urgent	104	92	7	0	0	0	1	204	35.7%
Other	6	6	1	0	258	13	0	284	49.7%
Validations Outstanding	149	138	12	0	258	14	0	571	27.9%
All Critical Statuses	860	785	116	10	258	14	0	2,043	
Critical	4	2	5	0	0	0	0	11	2.6%
Flood Critical	7	12	3	1	0	0	0	23	5.4%
Semi Critical	33	10	5	1	0	0	0	49	11.5%
Flood Semi Critical	8	11	3	0	0	0	0	22	5.2%
Non Critical	181	97	16	2	0	0	0	296	69.5%
Flood Non Critical	9	13	1	1	0	0	1	25	5.9%
Validations Completed	242	145	33	5	0	0	1	426	82.2%
Urgent	0	0	1	0	0	0	0	1	1.1%
Semi Urgent	7	3	1	0	0	0	0	11	12.0%
Non Urgent	11	13	0	0	0	0	1	25	27.2%
Other	0	0	0	0	48	7	0	55	59.8%
Validations Outstanding	18	16	2	0	48	8	0	92	17.8%
All Critical Statuses	260	161	35	5	48	9	0	518	

'Other' Includes Critical status of Other, Total Loss & PDR.

Source: Cognos Recent Storms Cube, IAG, QLD Claim State, Events: 2010/12/21-29 : Heavy Rain North & East AUS  
 2011/01/04-11 : Heavy Rain & Storms East AUS

# Summary

As at 7am 20 January 2011

RecentStormsCube\_Thursday, 20 January 2011\_ 7:02:26 AM

Nbr Of Claims as values	2011/01/09-14: Severe Storms SEALS										2011/01/04-12: Heavy Rain & Storms: East AUS					2010/12/21-29: Heavy Rain North & East AUS				
	NSW/ACT		QLD	SA	TAS	VIC	WA	National	NSW/ACT		QLD	VIC	National	NSW/ACT		QLD	SA	VIC	National	
	33	54	21	5	987	5	1,105	209	865	0	1,519	205	260	0	465					
Home Buildings	3	52	4	2	418	2	481	209	779	0	988	98	160	0	258					
Home Contents	0	1	0	0	2	0	3	2	6	0	8	1	1	0	2					
Home Personal Effects	3	15	1	3	44	0	66	23	118	0	141	12	35	0	47					
Landlord Building	0	5	0	0	2	0	7	1	10	0	11	0	5	0	5					
Landlord Contents	5	30	1	0	96	1	133	322	260	8	590	22	48	0	72					
Car	0	2	0	0	3	0	5	2	4	0	6	0	4	0	4					
Boat	0	2	0	0	0	0	2	0	2	0	2	0	1	0	1					
Motorbike	1	0	0	0	15	0	16	4	2	0	6	0	1	0	1					
On Site Caravan	2	5	0	0	9	0	16	12	8	2	22	4	3	1	3					
Touring Caravan	0	0	0	0	0	0	0	0	1	0	1	0	1	0	1					
Vintage Car	0	0	0	0	0	0	0	5	0	0	5	1	0	0	1					
Strata Building	0	0	0	0	0	0	0	5	0	0	5	1	0	0	1					
<b>All Portfolios</b>	<b>47</b>	<b>166</b>	<b>27</b>	<b>10</b>	<b>1,576</b>	<b>8</b>	<b>1,834</b>	<b>1,234</b>	<b>2,055</b>	<b>10</b>	<b>3,299</b>	<b>343</b>	<b>519</b>	<b>1</b>	<b>5</b>	<b>868</b>				

# Storm water/Flood HOME ASSESSMENT REPORT

CRITICAL  SEMI CRITICAL  NON CRITICAL   
 CRITICAL=Major repairs required – home unliveable, make safe unfeasible  
 SEMI CRITICAL=Major Repairs required – Home liveable - major make safe  
 NON CRITICAL=Repairs required – Home liveable  
 NRMA  CGU  RACV  SGIO  SGIC

Claim Number/s:

Assessment Date

Assessment Time

am  pm

Assessor Name

Insured's name (FIRST AND SURNAME)

Address of damaged property

Postcode

Contact phone number/s

 ( ) 

Sum Insured details

Buildings S/I

 \$

Contents S/I

 \$

Personal Effects S/I

 \$

Excess

Buildings

 \$

Contents

 \$

Personal Effects

 \$

Damages Estimate

Buildings

 \$

Contents

 \$

Personal Effects

 \$

Mortgagee Details

GST information

Is any part of the Home / contents being used for business purposes?

No  Yes  If Yes, complete the Building/Contents Form

Condition of Property

Good  Average  Poor

Building number of levels

Single  Double  Other

Is the property tarped or has one been arranged?

Is Temporary Accommodation Required? Yes  No

Claims to arrange  Client to arrange

Has the dwelling been flooded before? If yes, when?

What was the entry point for the water?

What time did it enter the property?

Did it build up gradually?

How long did it take for the water level to rise?

Maximum inundation level? Measure by centimetres

Internal  External

What % of the habitable floor area was affected by water

0%  25%  50%  75%  100%

How long was the property affected by water?

Which direction did the water come from? Where? E.g. Creek, river, canal, run off etc

What type of water entered the property?

Did you receive any advance warning that the property may flood? If so what?

Were you forced to evacuate the property?

Did you leave on your own accord?



# Storm water/Flood HOME ASSESSMENT REPORT

What time did you leave the property?

How long did it take for the water to disperse?

Was anything done to protect your property or belongings?

Approx how much was saved?

How long have you lived at the dwelling?

Were you aware there might be a problem with water here?  
E.g. Flood Plain

If a new building, was the customer aware of flood requirements prior to building?

Do your contents need storage?

NEXT STEPS OR ACTION REQUIRED (incl any UW action required)

<input type="checkbox"/> Hydrologist Report Required
<input type="checkbox"/> Customer to provide list of items
<input checked="" type="checkbox"/> Awaiting BAR
<input type="checkbox"/> Awaiting Safe to Enter
<input type="checkbox"/> Organise temporary accommodation
<input type="checkbox"/> Organise emergency payment
<input type="checkbox"/> Organise trade
Other details <input type="checkbox"/>

Please note any special needs of the customer. Eg OI in wheel chair

Has a builder attended? YES / NO

Name:
Date:

Has a carpet restorer attended? YES / NO

Name:
Date:

Hydrologist Appointed? YES / NO

Name:
Date:

Additional Comments

RECOMMENDATION:

CONVERSATION WITH INSURED TO DATE

**BUILDINGS ASSESSMENT INFORMATION**

Quotes: Trade quoting <input type="checkbox"/>	Customer Arranging <input type="checkbox"/>	Awaiting Reports from: Builder <input type="checkbox"/>	Engineer <input type="checkbox"/>
--	---	---	-----------------------------------

Scope of Works





**WorleyParsons**

resources & energy

**INSURANCE AUSTRALIA GROUP**

**January 2011 South-east  
Queensland Weather Event  
Updated Ipswich Area Specific Report**

8<sup>th</sup> July 2011

Issue No 2

301015-02484\_03

**Water Resources**

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## JANUARY 2011 SOUTH-EAST QUEENSLAND WEATHER EVENT Updated Ipswich Area Specific Report

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### PROJECT 301015-02484\_03 JANUARY 2011 SOUTH-EAST QUEENSLAND WEATHER EVENT Updated Ipswich Area Specific Report

REV	DESCRIPTION	ORIGINAL	REVIEW	WORLEY-PARSONS APPROVAL	DATE	CLIENT APPROVAL	DATE
1	Draft Report	CRT/AM	CRT		8/6/11		
2	Final Report	CRT/AM	CRT		14/7/11		

02484-03-REP-CRT-0001-01 Jan 2011 SE Qld Event\_Updated Ipswich.doc



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## **JANUARY 2011 SOUTH-EAST QUEENSLAND WEATHER EVENT**

### **Updated Ipswich Area Specific Report**

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## **OVERVIEW**

On the 7th of January 2011, a low pressure system formed off the south-east coast of Queensland. Over the following two days, this low pressure system moved closer to the coast and intensified, forming a trough that extended from Mackay to the NSW border. The presence of a high pressure zone near New Zealand led to an influx of warm moist air into the region. This, in combination with the low pressure system, led to the formation of substantial volumes of cloud.

On the 9th of January 2011, the low pressure system rapidly intensified leading to extensive rainfall over the coastal areas of South-east Queensland. This rainfall cell progressed in a westerly direction with the coast receiving continuous moderate intensity rainfall. By the 10<sup>th</sup> of January 2011, the elevated upper catchment regions of the Great Dividing Range began to experience more intense rainfall. This coincided with the southward movement of a monsoonal low which joined the low pressure system that led to the rainfall.

While rainfall was almost continuous along the coastal areas, rainfall in the upper catchment showed a distinct increase in intensity on the 10<sup>th</sup> of January 2011. This led to the generation of large volumes of runoff.

In the high energy upper catchment, runoff flowed rapidly overland through local depressions and gullies, continuing along the many small stream channels in the region that forms the headwaters of the Brisbane and Condamine Rivers. Most streams were overtopped and adjoining areas were inundated. Floodwaters discharged via the stream channels and as overland flow on both sides of the Divide, leading to large scale inundation of overbank areas across the middle and lower catchments over the following days.

Floodwaters discharging to the east ultimately drained to the Brisbane River via the Lockyer Creek and the Bremer River. Flooding of the Brisbane and Bremer Rivers occurred over the period from the 11<sup>th</sup> to 12<sup>th</sup> January, leading to inundation of low lying areas of Ipswich and Brisbane.

This report summarises the meteorological conditions, rainfall and river responses within the Brisbane River Catchment due to the January 2011 South-east Queensland Weather Event. It focuses on affected areas in the Bremer River catchment, particularly downstream of One Mile Bridge Gauge, in the Lockyer Creek catchment and the metropolitan area of Brisbane. It also provides an interpretation of areas inundated according to the Storm versus Flood Categorisation System and flood data that was available at the time of writing.



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**APPENDICES**

**Appendix A – Storm versus Flood Classification System**

**Appendix B – Application of Classification System**



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## **JANUARY 2011 SOUTH-EAST QUEENSLAND WEATHER EVENT**

### **Updated Ipswich Area Specific Report**

---

#### **1. INTRODUCTION**

WorleyParsons was engaged by IAG to assess the intense weather event which occurred across South-east Queensland from the 7<sup>th</sup> to 14<sup>th</sup> of January 2011. The findings were summarised in a report titled *'Impact of January 2011 South-east Queensland Weather Event on Brisbane and Ipswich'*, dated 21<sup>st</sup> February 2011. The report contained an overview of the weather event, analysis of the recorded rainfall across the region and classification of flooding in the Brisbane River catchment and its associated sub-catchments, including the Lockyer Valley and Bremer River.

The findings presented in the February report were based on the rainfall and river level gauge data available at the time of writing. Subsequent to this, the Bureau of Meteorology (BoM) released an expanded set of gauge data for the region. This data prompted a review of the original report and in some instances allowed a greater level of confidence to be attained in the findings presented. This includes the severity of the rainfall intensity across the Brisbane River catchment and interpretation of the resultant inundation, particularly within the Bremer River sub-catchment.

Accordingly, the February report has been updated to incorporate the new data (*where applicable*) and to provide greater certainty regarding the conclusions made. The findings are presented in this current report.





## **2. METEOROLOGICAL SEQUENCE OF EVENTS**

On the 7<sup>th</sup> January 2011, a low pressure system derived from a monsoonal trough moved southwards along the east coast of Queensland in the vicinity of Mackay. Over the next day this localised low pressure system gradually moved closer to Fraser Island. However, it did not lead to the generation of significant rainfall at this time due to its orientation relative to the monsoonal trough located to the north and a series of high pressure systems located to the south-east.

Throughout the 8<sup>th</sup> of January 2011, the low pressure system remained relatively stationary. It eventually moved closer to the south-east Queensland coast and intensified on the 9<sup>th</sup> of January to form a trough that spanned from the NSW border to Mackay. Through the early hours of the 9<sup>th</sup> January, this trough rotated towards south-east Queensland and generated large volumes of rain as warm moist air was forced upwards over the region by a high pressure cell located near New Zealand.

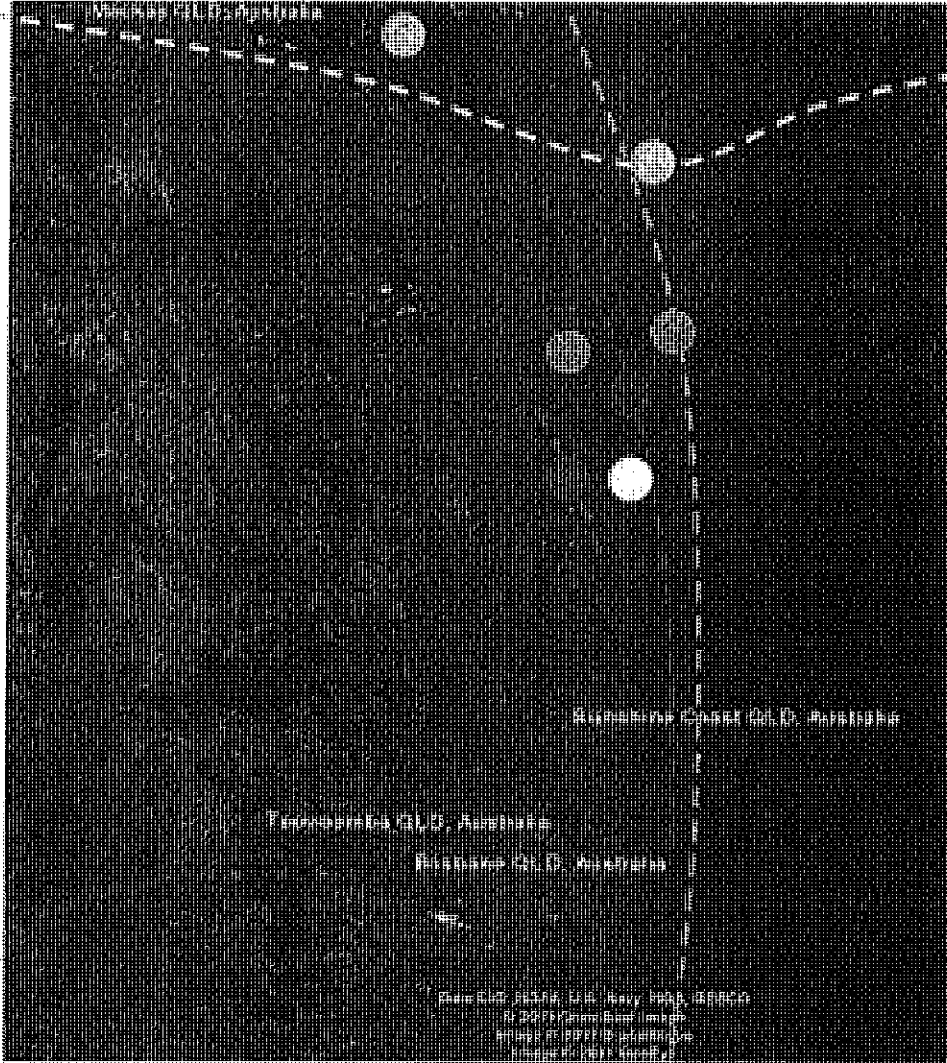
This process continued throughout the 9<sup>th</sup> of January, with the trough reducing in span and generally remaining stationary off the coast. Moderate intensity rainfall was experienced across the region with the greatest concentration centred around the coastal sections of the Brisbane and Caboolture Rivers Catchments.

Early on the 10<sup>th</sup> of January, the upper atmospheric trough dissipated. However, the low pressure system intensified further and moved slightly closer to the south-east Queensland coast. This led to a brief cessation in rainfall, particularly in the upper catchment areas to the west. At this time, a monsoonal trough descended from the north of Queensland to the central coast. The low pressure centre located in the south moved in a northerly direction where it merged with the trough. This in combination with the orientation of the high pressure system feeding the region with warm moist air, led to the further generation of large volumes of rainfall.

While not strictly an East Coast Low, the system functioned in a similar way, producing gale force winds and widespread rain across the coastal region south of the low pressure system. Orographic effects are likely to have exacerbated the effects of the rainfall in the upper catchment areas inland from the coast.

Through the latter part of the 10<sup>th</sup> of January 2011, the low pressure system and monsoonal trough moved to the north and west, resulting in the cessation of intense rainfall across the eastern catchments. On the following day intense rainfall occurred on the western side of the Great Divide as the system continued to move in a westerly direction.

Figure 1 shows the progression of meteorological events leading to the generation of rainfall during the South-East Queensland Weather Event which extended from the 7<sup>th</sup> to the 10<sup>th</sup> of January 2011.



**Figure 1: Progression of Meteorological Conditions**

**Notes:** The dotted lines represent a trough when present.  
The circles represent a the low pressure centre

**Legend:**

	Date	Minimum Low Pressure
	23:00 7 <sup>th</sup> January	1004 HPa
	23:00 8 <sup>th</sup> January	1005 HPa
	11:00 9 <sup>th</sup> January	1003 HPa
	17:00 9 <sup>th</sup> January	1002 HPa
	23:00 9 <sup>th</sup> January	1003 HPa
	05:00 10 <sup>th</sup> January	1000 HPa
	11:00 10 <sup>th</sup> January	1002 HPa



### 3. RAINFALL ANALYSIS

Rainfall during the South-East Queensland Weather Event was generally more continuous and less intense on the coast than on inland areas of the upper catchment.

In coastal regions of south-east Queensland within the lower Caboolture and Brisbane Rivers Catchments, the intensification of the coastal low pressure system on the 9<sup>th</sup> of January led to the generation of sustained rainfall. Rainfall generally progressed from the north to the south extending across areas of the lower Caboolture Catchment which experienced the start of the storm from about 04:00 hours (*recorded at Beerburrum*). In the lower Brisbane River Catchment, the storm began between 09:00 and 10:00 hours (*recorded at Brisbane, Redcliffe and Archerfield*).

The accumulation of rainfall generally followed a similar pattern. Areas of the lower Caboolture Catchment recorded up to 155 mm until midday on the 10<sup>th</sup> of January 2011, while areas of the lower Brisbane River Catchment recorded between 75 and 130 mm. On the coastal edge, rainfall was relatively minor, with a total accumulation of no more than 30 mm (*recorded at Cape Moreton*).

Over the next 12 hours the low pressure system moved in a northerly direction and rainfall accumulations decreased markedly. However, significant rainfall over the region recommenced once the low pressure system merged with the descending monsoonal trough. A further accumulation of between 30 and 40 mm over the following 36 hours was recorded in the lower Brisbane River Catchment and up to 70 mm in the lower Caboolture River Catchment. This indicates that the system was centred over the coastal areas of the Caboolture River Catchment.

In the central section of the Brisbane River Catchment and across the upper Caboolture Catchment, the onset of the storm generally began with moderate intensity rainfall from about 10:00 hours on the 9<sup>th</sup> of January 2011. However rainfall accumulations were generally lower than those experienced to the east, with generally no more than 75 mm recorded until midday on the 10<sup>th</sup> of January 2011.

In the lower Bremer Catchment, the onset of the storm generally began with moderately intense rainfall from about 10:00 hours on the 9<sup>th</sup> of January 2011. However, rainfall accumulations were generally lower than those experienced in the east with generally no more than 75 mm recorded until midday on 10<sup>th</sup> January 2011 (*as recorded at Amberley*).

As the low pressure system moved north and merged with the southward moving trough, the region experienced a sharp rise in rainfall intensity beginning from 09:00 on the 11<sup>th</sup> of January 2011 with an accumulation of up to 130 mm over the following 24 hours.

In the upper Bremer Catchment, the onset of the storm generally began with moderately intense rainfall from about 10:00 hours on the 9<sup>th</sup> January. Rainfall accumulations were generally lower than those experienced in the east, with generally no more than 74 mm being recorded until 8am on 10<sup>th</sup> January 2011 (*as recorded at Grandchester*). From 8am to 1:00pm on 10<sup>th</sup> January 2011, the first high intensity rainfall was recorded in the upper Bremer River Catchment, with up to 72 mm recorded in this period (*as recorded at Mt Castle, which is adjacent to the Bremer-Lockyer boundary*).



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The upper Bremer Catchment experienced a sharp rise in rainfall beginning 6 am on 11<sup>th</sup> January 2011. Rainfall accumulations of up to 283 mm were recorded until 3:00pm on 11<sup>th</sup> January 2011 at Grandchester.

Further west, rainfall showed a continuing trend to be less intense prior to the amalgamation of the low pressure system and the monsoonal trough, with rainfall beginning from 13:00 hours on the 9<sup>th</sup> of January 2011. Accumulations of between 60 and 70 mm were recorded until approximately 00:00 hours on the 10<sup>th</sup> of January when the northward movement of the low pressure system and the alignment of the high pressure cell feeding the region led to the cessation of rainfall in the upper catchment.

As the monsoonal trough moved south, warm moist air from the north ascended into the upper atmosphere over these upper catchment regions. Intense rainfall began to occur in the upper Brisbane River Catchment (*recorded at Toowoomba and Gatton*) from between 12:00 hours on the 10<sup>th</sup> of January and 02:00 hours on the 11<sup>th</sup> of January 2011.

This and the onset of intense rainfall around Amberley, highlights the west-to-east progression of intense rainfall in the upper Brisbane River Catchment over the 10<sup>th</sup> and 11<sup>th</sup> of January 2011.

Intense rainfall took longer to occur in the upper Condamine River Catchment, beginning from 13:00 hours on the 11<sup>th</sup> of January 2011 (*recorded at Oakey*). Over the following 36 hours, an accumulation of up to 150 mm was recorded. However, the rainfall intensity in this region varied significantly with a large portion of the rainfall accumulated occurring over a period of several hours. Orographic effects are likely to have contributed to the sharp increase in rainfall intensity in these upper catchment areas.

Further to the south-west within the upper Condamine Catchment, rainfall only began with the movement of the monsoonal low on the 10<sup>th</sup> of January 2011 (*recorded at Warwick*). Accumulations of up to 60 mm were recorded in these areas over the following 36 hours.

Over the period from the 9<sup>th</sup> until the 12<sup>th</sup> of January 2011, the following total rainfall accumulations were recorded:

- Grandchester – 419 mm
- Toowoomba - 230 mm
- Beerburrum - 230 mm
- Amberley - 220 mm
- Oakey - 185 mm
- Gatton - 160 mm
- Brisbane – 175 mm
- Redcliffe – 170 mm
- Archerfield – 120 mm
- Warwick – 60 mm
- Cape Moreton – 40 mm



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Figures 2 to 4 show the daily accumulated rainfall in Queensland from the 9<sup>th</sup> through to the 11<sup>th</sup> of January 2011.

Figure 5 shows the accumulated rainfall in Queensland for the week preceding the 13<sup>th</sup> of January 2011.

Queensland Rainfall Totals (mm) 9th January 2011  
Product of the National Climate Centre

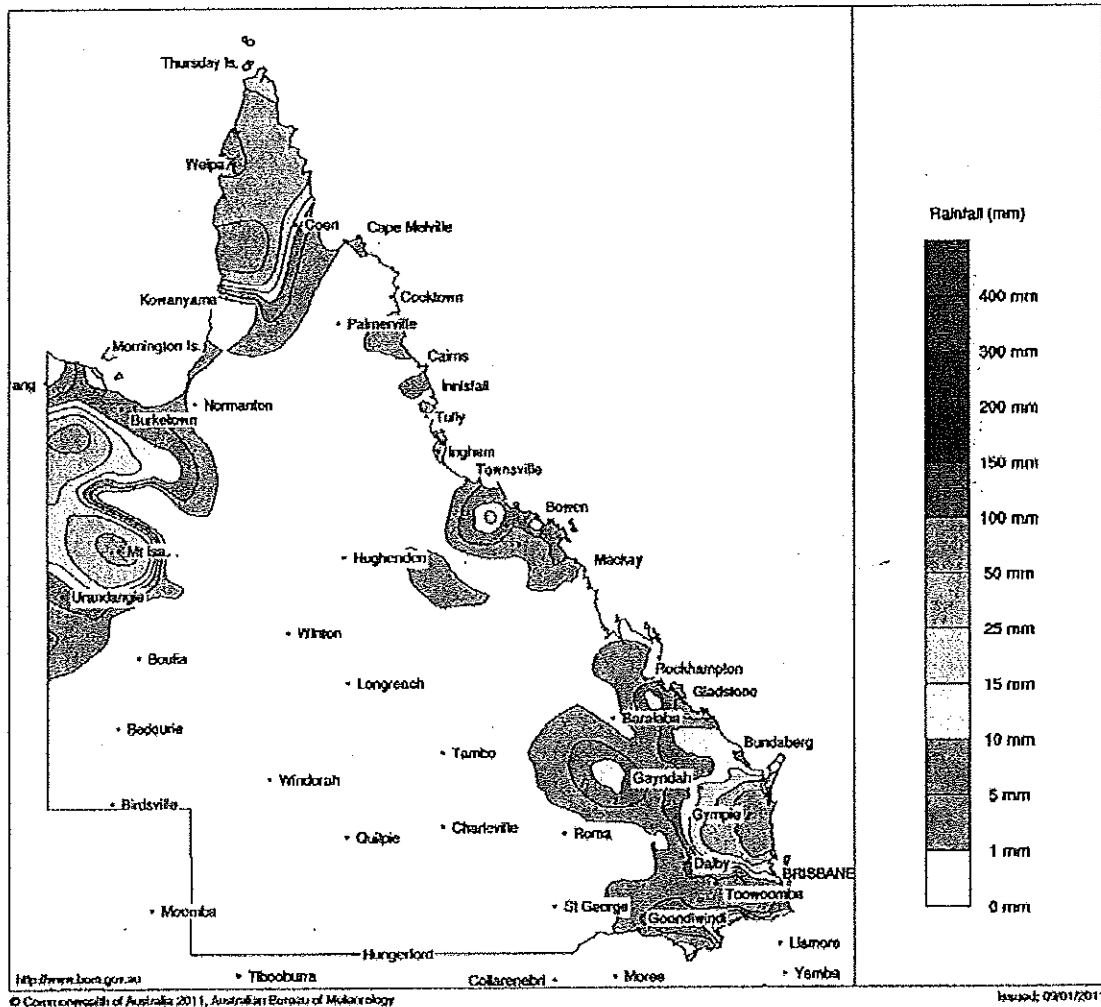


Figure 2: Daily Accumulated Rainfall for the 9<sup>th</sup> of January 2011



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Queensland Rainfall Totals (mm) 10th January 2011  
Product of the National Climate Centre

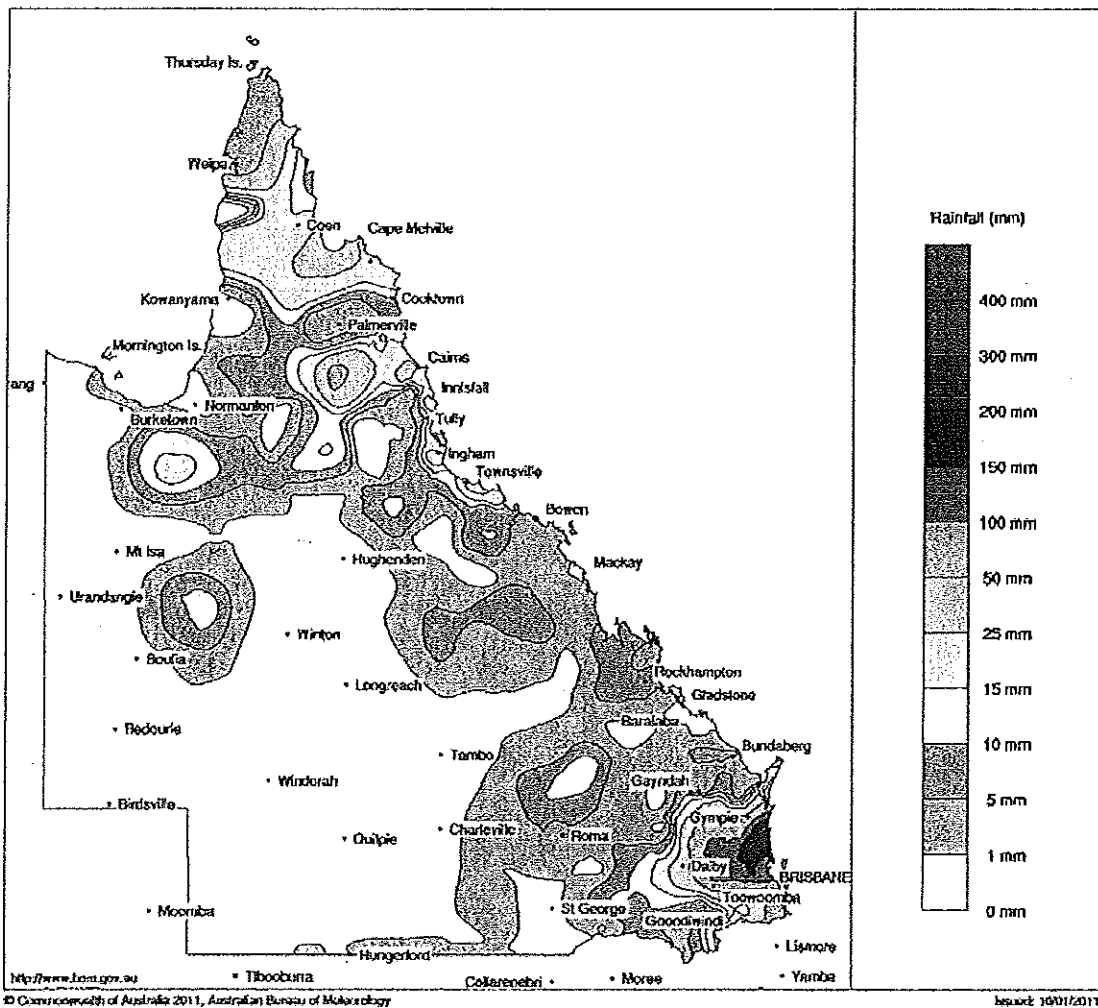


Figure 3: Daily Accumulated Rainfall for the 10<sup>th</sup> of January 2011<sup>1</sup>



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Queensland Rainfall Totals (mm) 11th January 2011  
Product of the National Climate Centre

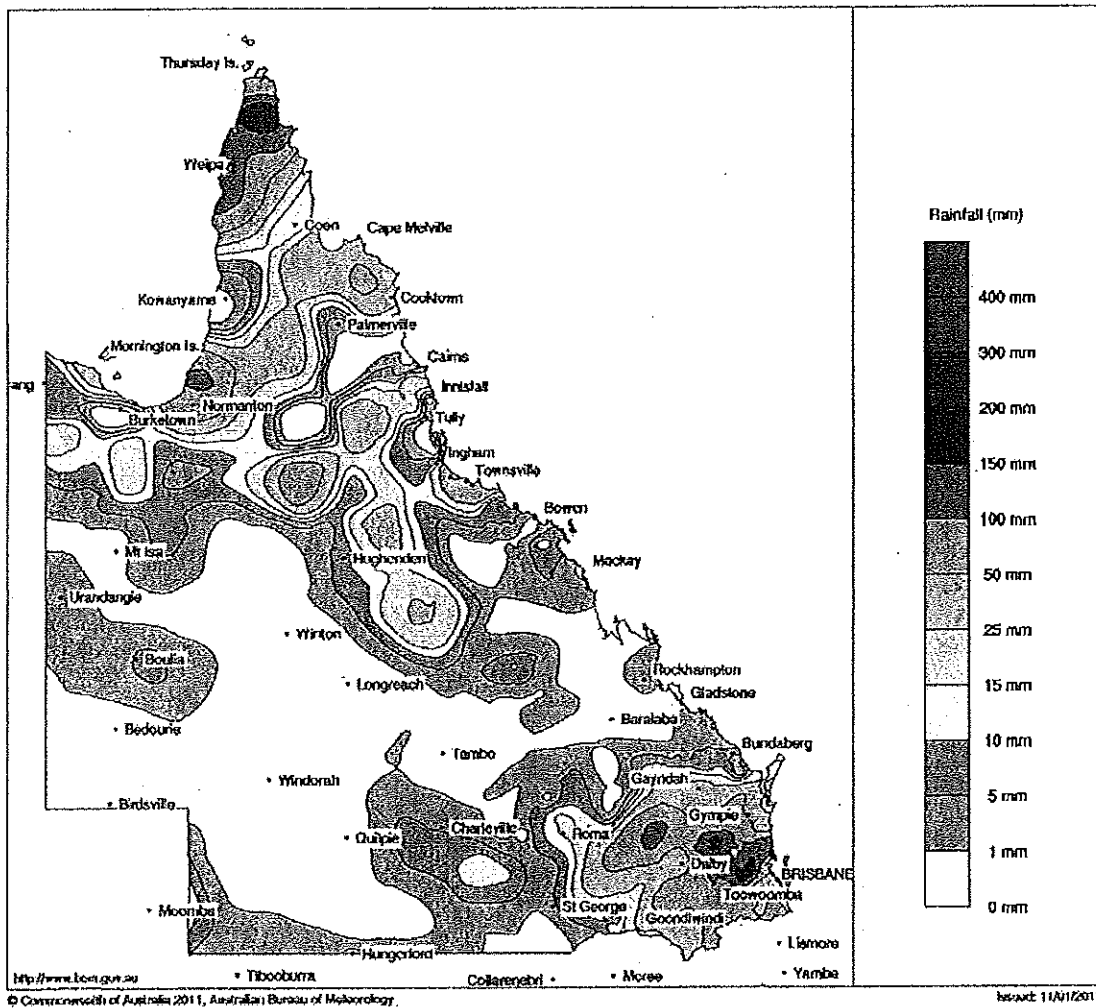


Figure 4: Daily Accumulated Rainfall for the 11<sup>th</sup> of January, 2011<sup>1</sup>



Queensland Rainfall Totals (mm) Week Ending 13th January 2011  
Product of the National Climate Centre

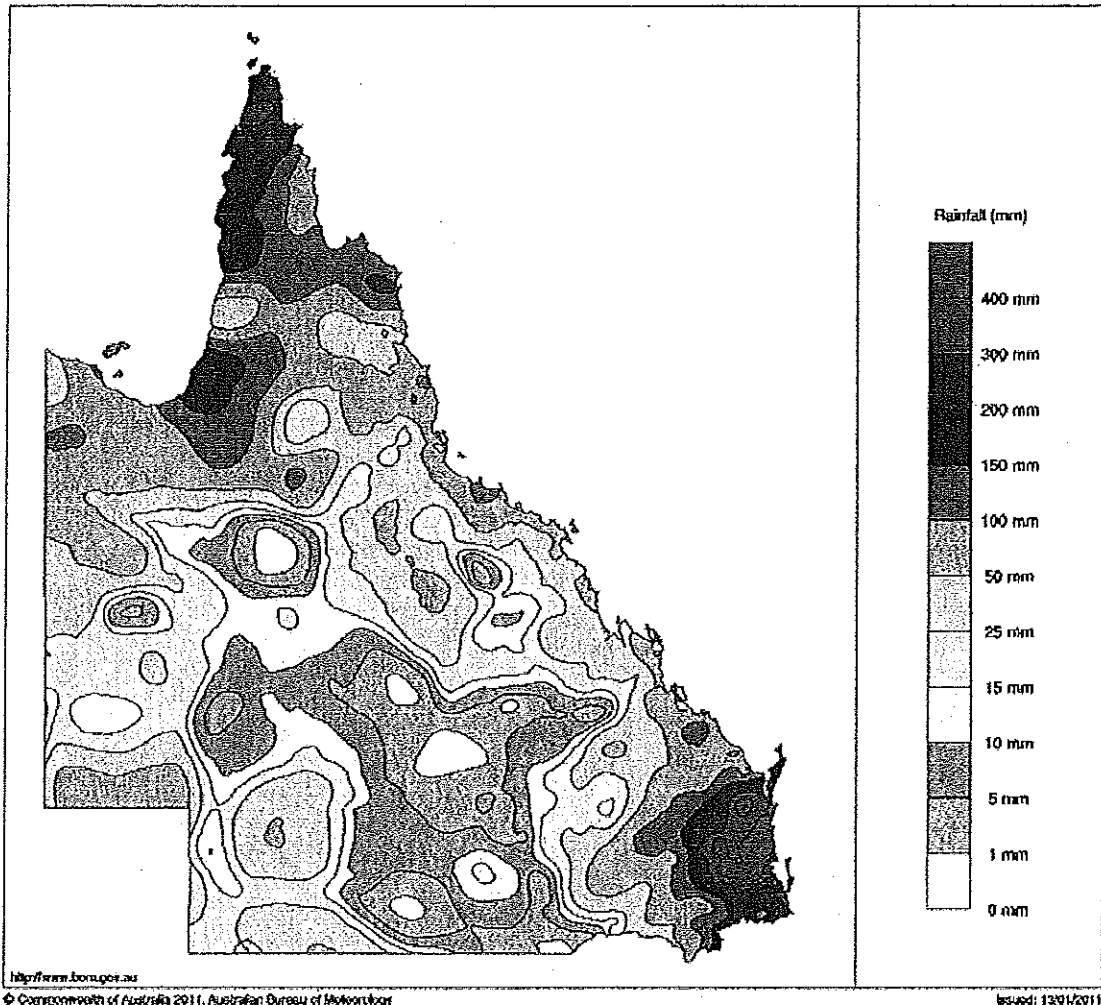


Figure 5: Accumulated Rainfall for the Period from 7<sup>th</sup> to 13<sup>th</sup> January 2011<sup>1</sup> (inclusive) which Corresponds to the time when the Storm affected South-east Queensland.

Time-varying rainfall data was obtained from primary gauges located in relevant towns in the Brisbane, Caboolture and Condamine Rivers Catchments of South-east Queensland (operated by the BoM). Data for the period from the 9<sup>th</sup> until the 12<sup>th</sup> of January 2011 was compiled and is plotted in Figure 6 as cumulative rainfall for each location. Rainfall data specific to the Bremer River and Lockyer Creek Catchments is provided in Figure 7 and Figure 8 respectively.

<sup>1</sup> © Copyright Commonwealth of Australia 2011, Bureau of Meteorology





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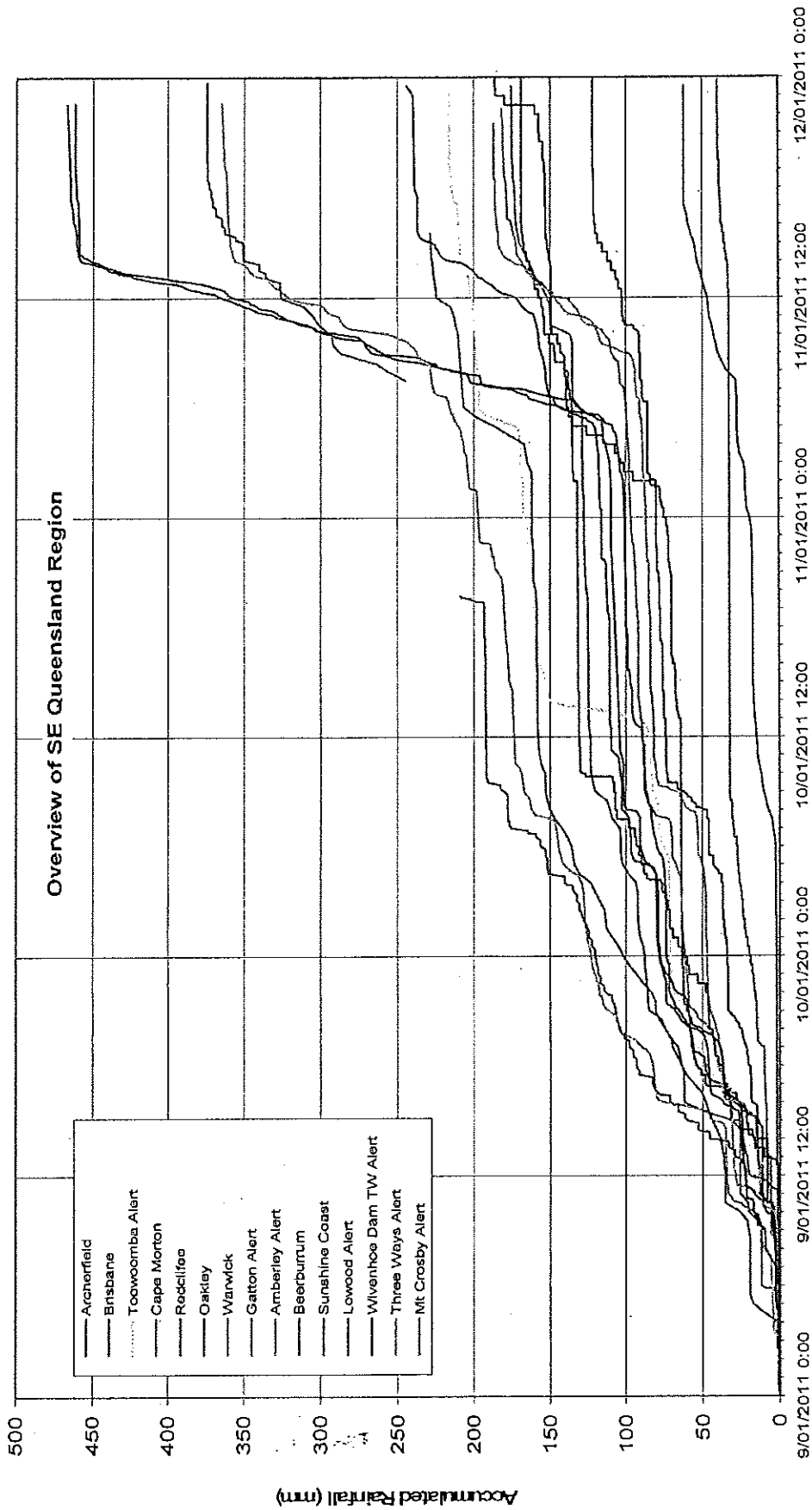


Figure 6: Accumulated Rainfall at Gauges of Interest in South-east Queensland over the period from 9<sup>th</sup> to 12<sup>th</sup> January 2011



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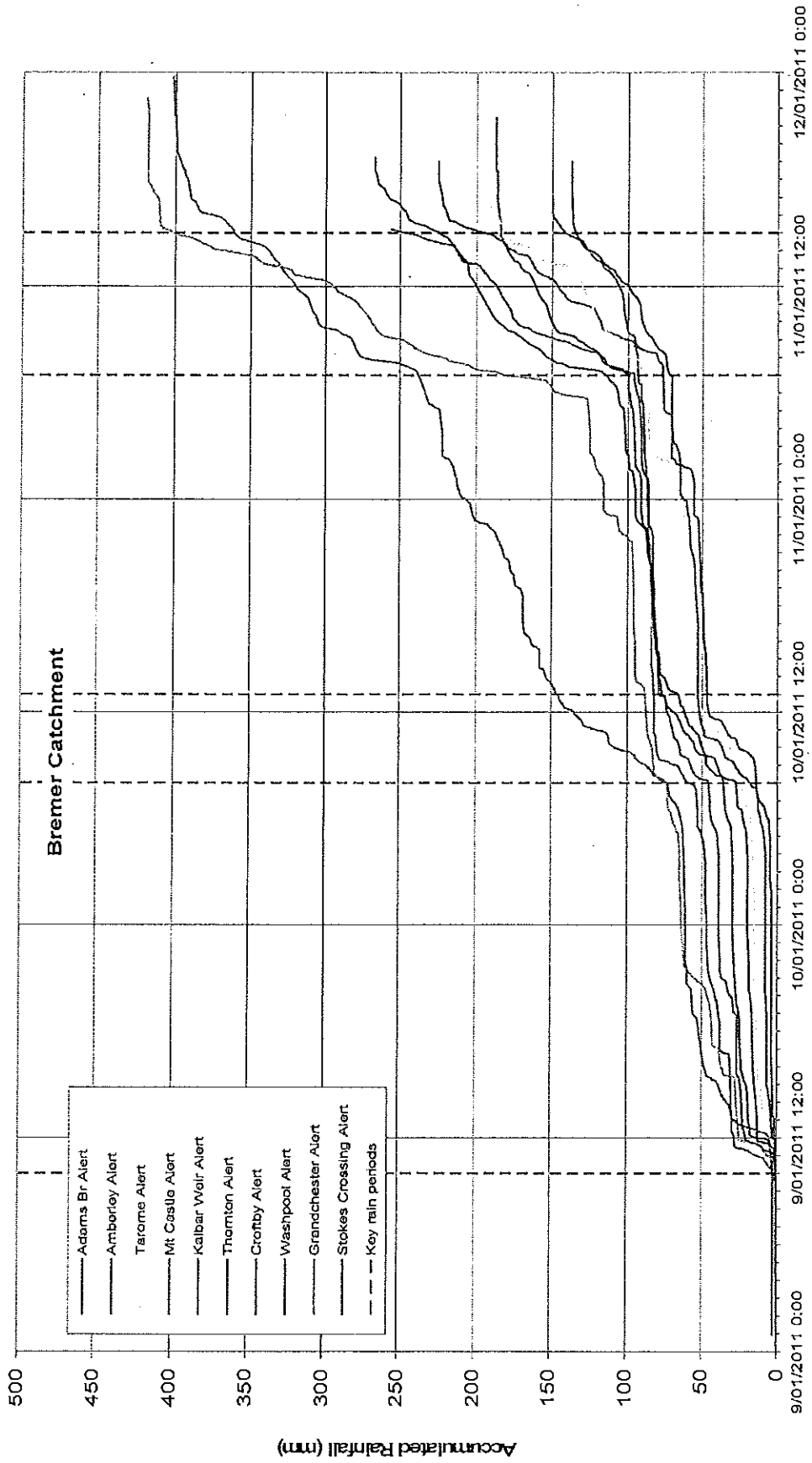


Figure 7: Accumulated Rainfall at Gauges of Interest in Bremer River Catchment over the period from 9<sup>th</sup> to 12<sup>th</sup> January 2011



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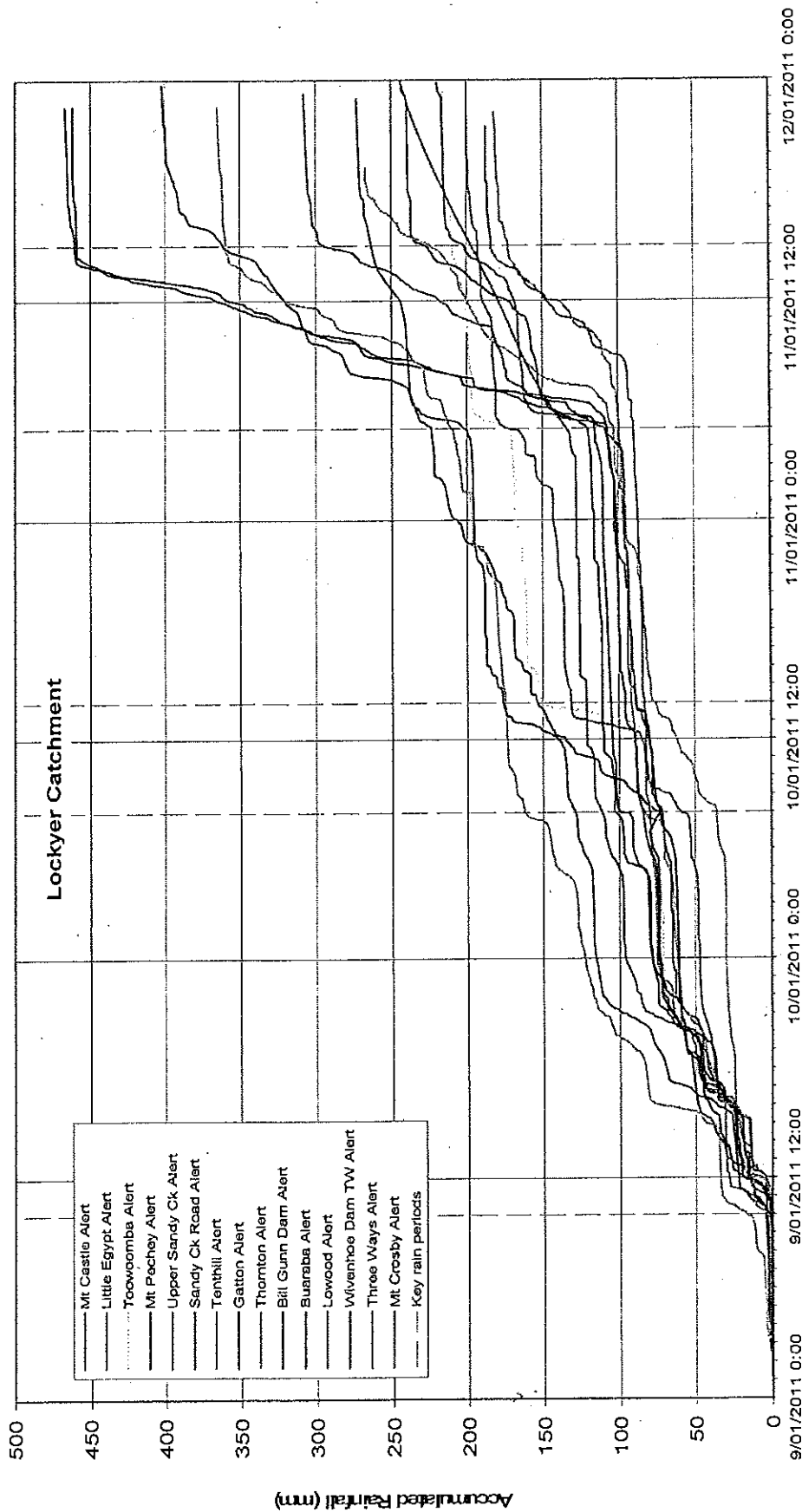


Figure 8: Accumulated Rainfall at Gauges of Interest in the Lockyer Creek Catchment over the period from 9<sup>th</sup> to 12<sup>th</sup> January 2011



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Figure 9 gives a measure of the rainfall that Queensland had experienced over the months prior to the January 2011 weather event. This data essentially compares the recorded rainfall accumulations in Queensland over the last few months with all data that the BoM holds for these catchments (*dating back to the early 20<sup>th</sup> Century*). It shows that prior to the January 2011 weather event, the whole south-east Queensland region had experienced rainfall accumulations that were very much above average with some of the highest accumulations on record.

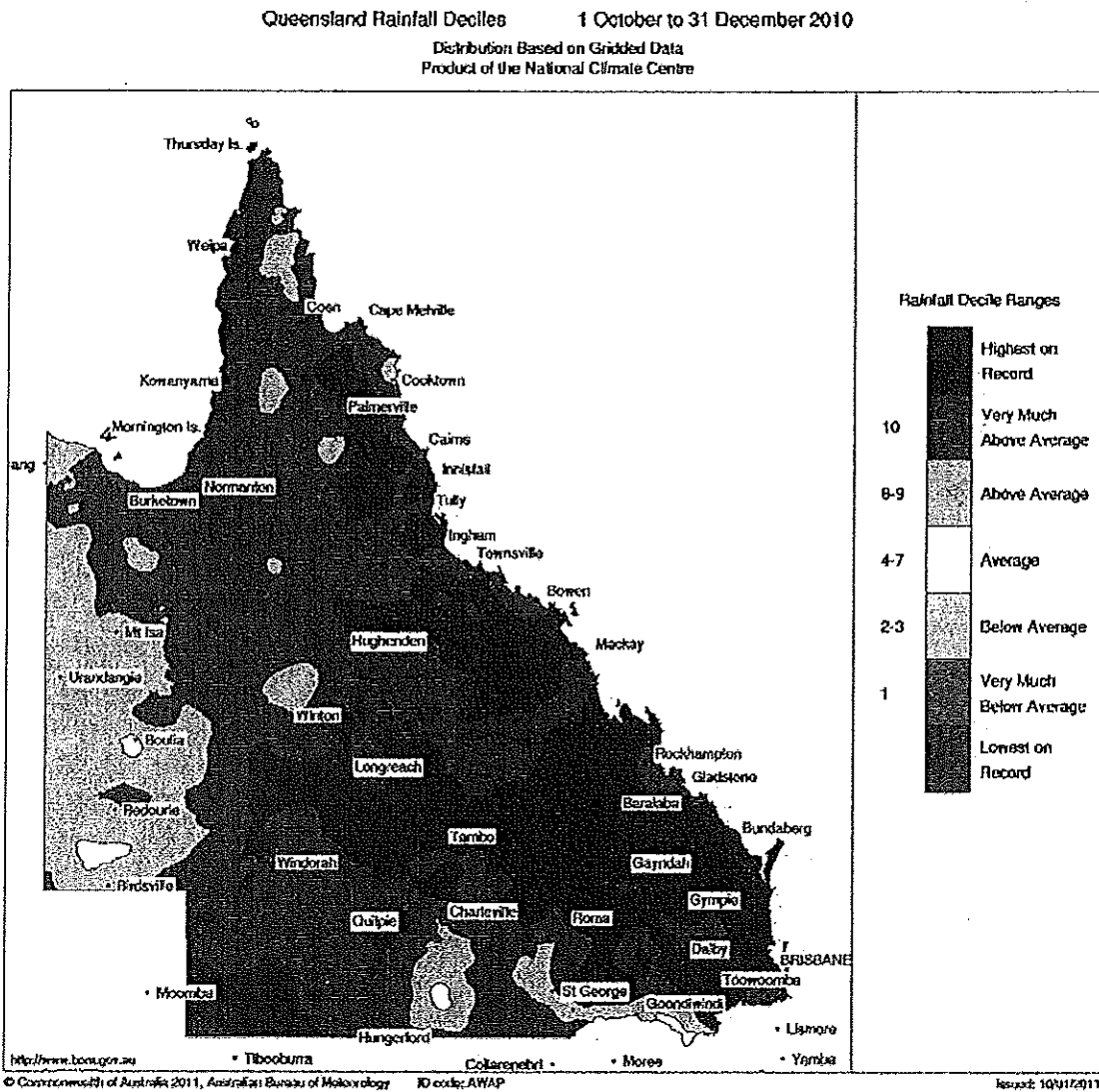


Figure 9: Rainfall Deciles for the period 1<sup>st</sup> of October until 31<sup>st</sup> of December 2010<sup>1</sup>



## **4. RUNOFF, OVERLAND FLOW AND RIVER LEVELS IN THE BRISBANE RIVER CATCHMENT**

Rainfall intensity and its regional recurrence interval are most significantly linked to the generation of runoff. In other words, the runoff derived from rainfall is dependent on how "usual" or "unusual" the rainfall intensity was for a given catchment. Catchments that are located to the east of the Great Dividing Range in eastern Australia typically require higher rainfall intensities than those on the western side of the Dividing Range to generate a similar response in runoff and stream levels.

For example, if a region experienced a rainfall intensity of 50 mm per hour and this was equivalent to an Average Recurrence Interval (ARI) of 1 year, then the catchment would not be expected to respond with widespread inundation. If this same rainfall intensity occurred across a region where this was more unusual and the Average Recurrence Interval was closer to 100 years, the catchment would be expected to respond much more rapidly, with likely widespread inundation due to runoff, overland flow and stream overtopping. Therefore, while areas of the upper Condamine River Catchment received much less rainfall than the Caboolture and Brisbane Rivers Catchments, responses were significant because this rainfall was unusual.

The rainfall intensities at key gauges were calculated and compared with regional data documented in *'Australian Rainfall & Runoff' (1998)*. This analysis highlights the areas where rainfall was most unusual and where local overland flow and flow from small streams was likely to have occurred.

A comparison of the peak rainfall ARI for key gauges is shown in **Table 1** according to data from *'Australian Rainfall & Runoff' (1998)*.

**Table 1: Summary of How Usual or Unusual the Peak Rainfall Intensity was at Key Locations in the Affected Catchments**

Rainfall gauge Location	Regional ARI Data Location	(sub) Catchment Location	Peak Rainfall Intensity ARI
Brisbane	Brisbane	lower Brisbane	Between 1 and 2 years
Toowoomba	Toowoomba	upper Brisbane / upper Condamine	Between 50 and 100 years
Oakey	Dalby	upper Condamine	Between 20 and 50 years
Warwick	Warwick	upper Condamine	Between 2 and 5 years
Amberley	Ipswich	middle Brisbane (lower Bremer)	Between 5 to 10 years
Grandchester	Ipswich	middle Brisbane (upper Bremer)	Greater than 100 years
Beerburnum	Caboolture	Pine-Caboolture	Between 2 and 5 years



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This data shows that the two areas where the peak rainfall intensity was most unusual were in the upper Bremer catchment, where it had an ARI greater than 100 years and around Toowoomba where it had an ARI of between 50 and 100 years.

Furthermore, the rainfall intensity recorded at Oakey Airport on the western side of the Divide was also unusual, with a peak ARI of between 20 and 50 years. This data shows that the upper Brisbane, upper Bremer and Condamine Catchments were the focus of unusually intense rainfall and indicates that these areas could be expected to have generated large volumes of runoff in response to rainfall that was experienced.

Rainfall intensities were less unusual in the middle reaches of the Brisbane River Catchment, having a peak ARI of between 10 and 20 years. However, rainfall of this frequency would have led to some significant runoff and overland flow, with the possibility of overflow from small streams. However, rainfall of this magnitude across the upper catchment could have been expected to cause medium sized streams in this region such as the Bremer River to overflow.

A comparison between the recorded rainfall in the upper and lower sections of the Bremer River Catchment indicates there was significant variation in the severity of the peak intensity. In general the peak intensity of the rainfall recorded reduces in an easterly direction. The total rainfall recorded in the western and north-western areas of the catchment was much heavier than in the eastern and south-eastern parts of the catchment.

In the lower Brisbane River Catchment, rainfall was not particularly unusual, with a peak ARI of no more than 2 years. Therefore the upper catchment rainfall would have been the primary cause of overflows of large sized streams in this region such as the Brisbane River.

The Pine-Caboolture Rivers Catchment experienced a peak rainfall intensity that had an ARI that did not exceed 5 years. This most probably did not lead to significant inundation as a result of overland flow, but would have led to the smaller-scale overflow of small and medium sized streams in this region.

This data shows that the upper catchment regions would have contributed directly to the generation of flow that progressed downstream and inundated overbank areas in the middle and lower catchment. In other words, the rainfall in the upper catchment regions of the Brisbane and Condamine Catchments led directly to the high stream levels in middle and lower catchment regions.

Equally important to rainfall intensity is how saturated a catchment is due to recent rainfall as this affects the rainfall infiltration and therefore the volume of runoff generated. A catchment that is well-saturated with high antecedent soil moisture will lead to a more rapid accumulation of runoff resulting in possibly more severe levels of inundation from overland flow and streams. **Figure 9** and the associated commentary on page 12 indicates that rainfall had been unusually high over the months prior to the January 2011 weather event, with many catchments still saturated from flows derived from an extreme weather event that occurred near the end of December 2010.

Another important factor that significantly contributes to the response of the catchment is the spatial size that significant rainfall occurs over. The greater the proportion of the catchment covered by intense rainfall, the greater the volume of runoff generated within the catchment meaning that stream levels would respond more severely.



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During the January 2011 Weather Event, the entire Caboolture Catchment and a large majority of the Brisbane River Catchment experienced intense rainfall, which combined with the saturated catchment condition, led to the rapid rise in stream levels that occurred. Conversely, only the upper most portions of the Condamine Catchment were affected by the January 2011 weather event, leading to a more gradual stream level response along downstream reaches.

The following sections summarise the hydrologic, geomorphic and topographic characteristics of the Brisbane River Catchment and its sub-catchments.

### 4.1 The Brisbane River Catchment

The Brisbane River basin is located in the South-east corner of Queensland where approximately 80% of Queensland's population resides. Several urban centres including Brisbane and Ipswich are located in the south-eastern section of the catchment.

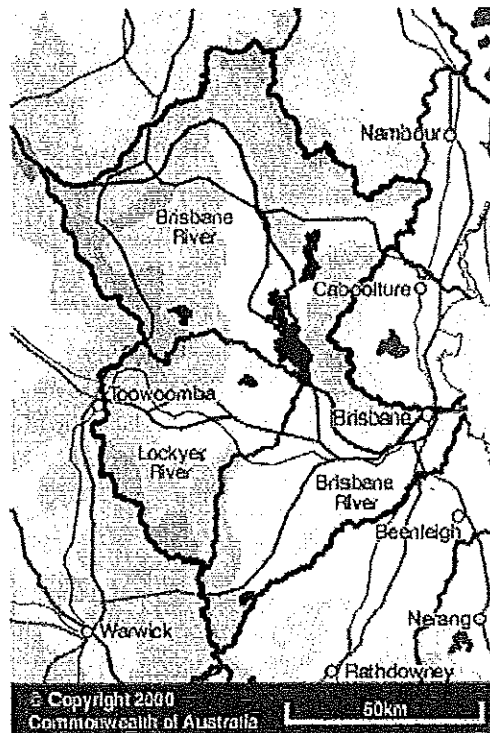


Figure 10: The Brisbane River Catchment <sup>2</sup>

The Brisbane River rises in the Brisbane Range which is located 40 kilometres east of Kingaroy. Major tributaries of the upper Brisbane River include Cooyar, Emu and Cressbrook Creeks which all enter the river from the east and travel in a south-easterly direction eventually passing into Wivenhoe Dam.

<sup>2</sup> © Australian Government (Australian Natural Resource Atlas)



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The Stanley River is also a major tributary of the upper Brisbane River. It rises in the Conondale Ranges southeast of Maleny and travels in a south-westerly direction through one of the heaviest rainfall areas in Australia and into Somerset Dam and then eventually into Wivenhoe Dam.

The catchment above Wivenhoe Dam drains an area of approximately 7,000 square kilometres. The total area of the Brisbane River Catchment is about 13,500 km<sup>2</sup>. The catchment is characterised by flat coastal plains and steep ranges. Streams in the west of the catchment are fast flowing high energy streams that gradually decrease in gradient to form broader moderate energy systems that meander across the coastal plain.

Land use is diverse in the basin, encompassing major urban areas along the coast, grazing, mining, some intensive agriculture and forested areas in the ranges. Due to population pressures, a large proportion of the basin has been fully developed.

Lockyer Creek drains the upper catchment extending west to Toowoomba and joins the Brisbane River near Lowood, which is just downstream of Wivenhoe Dam. The Bremer River drains the area extending to the south and flows through Ipswich before discharging to the Brisbane River near Moggill. It has an upstream catchment of approximately 2,000 km<sup>2</sup>.

Intense rainfall in the upper catchments of the Lockyer and Bremer Valleys can lead to the rapid increases in stream water level and inundation of the adjoining floodplain. In contrast, the upstream catchment of the Brisbane River is large and requires intense rainfall over a substantial area in order to generate rapid rises in river water level.

Flooding in the Brisbane City area can also be caused by flooding of local creeks such as Oxley and Bulimba Creeks on the south side, and Kedron Brook, Moggill and Enoggera Creeks in the northern and western suburbs. The small size of these creeks means that they would respond to intense local catchment rainfall well before any significant flooding of the Brisbane River.

### **4.1.1 Lockyer Creek Sub-Catchment**

The Lockyer Valley is a major sub-catchment of the Brisbane River catchment. Lockyer Creek and its tributaries have a total catchment area of about 2,800 square kilometres, which is about one-quarter of the total area of the Brisbane River catchment.

Lockyer Creek flows in an easterly direction for about 100 kilometres from the Great Dividing Range to its confluence with the Brisbane River near Lowood. Its major tributaries include the Laidley, Tenthill, Ma Ma and Buaraba Creeks, which have sub-catchment areas equivalent to about half of the Lockyer Creek catchment.

### **4.1.2 Bremer River Sub-Catchment**

The Bremer River Catchment is also a major sub-catchment of the Brisbane River. It rises in the Macpherson Range and has a catchment area of about 2,000 km<sup>2</sup>. The tributaries of the Bremer River have their headwaters in the Little Liverpool range to the southwest and drain in a north-easterly direction into the Bremer River, which joins the Brisbane River at Moggill. The Bremer River Catchment is generally steep and lightly forested, except in the lower north-eastern areas, which drain through the City of Ipswich.





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Warrill Creek is the largest tributary of the Bremer River and drains an area of approximately 1,150 km<sup>2</sup>. Other significant tributaries include Bundamba Creek, Purga Creek, Ironpot Creek, Deebing Creek, Mihi Creek, Sandy Creek, Western Creek and Franklin Vale Creek. The upper reaches of all these creeks are predominantly rural, but the lower reaches of some tributaries contain significant areas of urban development. Moogerha Dam is located in the upper reaches of Warrill Creek.

Flooding in reaches of the Bremer River can be generated by a range of causes, including:

- Heavy rainfall in the Macpherson Range can cause major flooding of rural areas as well as widespread traffic hazards and disruptions in downstream urbanised areas around Ipswich.
- Flooding in the Ipswich area can be caused by local creek flooding, which can rise very quickly and can cause significant flooding in urban areas.
- Flooding in the lower reaches of the Bremer River can also occur due to backwater flooding from the Brisbane River when it is in major flood.



## **5. INTERPRETATION OF INUNDATED AREAS**

### **5.1 General**

The following sections rely on the summary of meteorological and flooding conditions provided in the previous sections to characterise the impacts of the January 2011 South-east Queensland Weather Event on reported inundation at Ipswich and Brisbane. Upstream catchment rainfall data was used to characterise stream level response. Local rainfall was referenced to determine the potential for runoff and the nature of overland flow.

Interpretations were typically based on the recorded or predicted response of the primary stream channels downstream of Ipswich; that is, along the Bremer and Brisbane Rivers. In all cases there is the possibility of exceptions, especially where smaller tributaries, streams or drainage channels exist.

The interpretation was based on the response of the primary stream channel with reference to the Storm versus Flood Categorisation System as defined in **Appendix A** and by McConnell (2010).

The interpretations given represent the "most likely" outcomes based on available meteorological, rainfall and river level data, and will naturally have "grey areas" around the borders where interpretations may change as a function of any localised responses to rainfall and river levels.

As discussed in the introduction, an expanded rainfall and river level data set, which was recorded during the January 2011 South-east Queensland Weather Event, has been provided subsequent to the original Brisbane-Ipswich Area Specific Report (*prepared in February 2011*). As a consequence, the original report has been updated to incorporate the additional data (*where applicable*). The expanded data set has also allowed the assessment of rainfall intensity and the interpretation of inundation areas to be presented with a greater level of certainty.

The interpretations provided cover the portion of the Brisbane River Catchment extending downstream from Lowood to the coast. This includes the lower Bremer sub-catchment which extends from Amberley through Ipswich to the Brisbane River confluence near Mogill (*refer Figure 10*). The interpretations should be read with reference to the **Figures B1 to B3** which are contained in **Appendix B**.

### **5.2 Assessment of Classification**

The January 2011 South-east Queensland Weather Event led to extensive rainfall across the western sections of the Brisbane River and Lockyer Valley Catchments. Rainfall recorded across the upstream catchment at Toowoomba, Gatton and Grandchester had the greatest impact on water levels in the lower Brisbane and Bremer Rivers. As discussed above, rainfall intensities at Toowoomba had frequencies of between 50 and 100 year ARI for a range of storm durations, while rainfall in the upper Bremer exceeded design rainfall estimates for the 100 year ARI event.



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Rainfall gauges located in the lower catchment at Amberley, Archerfield and Brisbane indicate that rainfall was less intense in the lower catchment and smaller accumulations occurred compared with those recorded in the upper catchment areas (*particularly in the Lockyer sub-catchment and upper Bremer Catchment*).

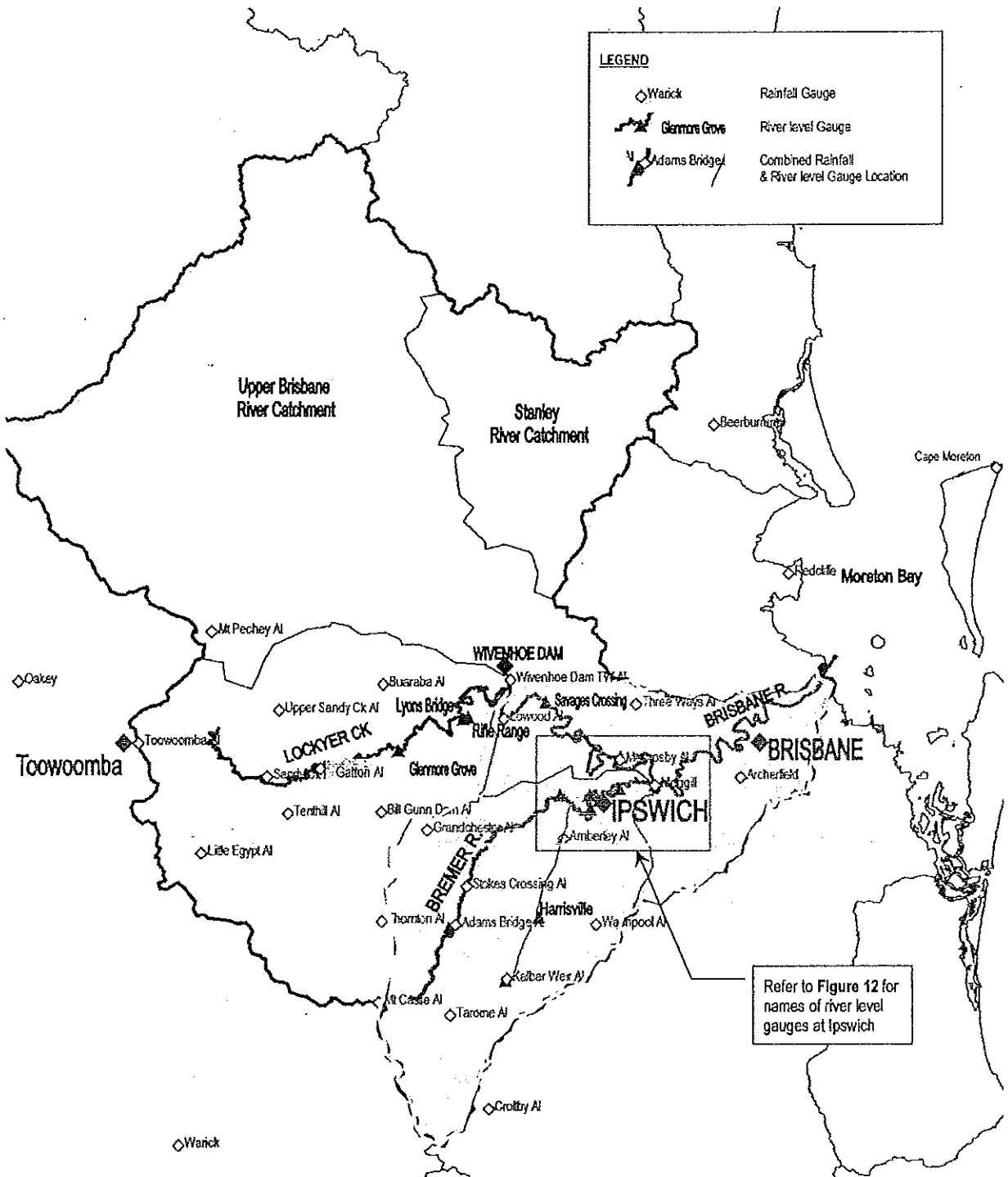


Figure 11: Locality Map showing the extent of the Brisbane and Bremer sub-catchments covered by this report (highlighted in green) relative to the overall Brisbane River Catchment (highlighted in red).



## 5.2.1 Lower Brisbane River Catchment

Rainfall began in the lower catchment at approximately 9:00 hrs on the 9<sup>th</sup> of January 2011 with relatively minor intensities and accumulations occurring until 16:00 hrs on the 11<sup>th</sup> of January 2011. A total rainfall accumulation of 120 mm, 170 mm and 165 mm was recorded at the Archerfield, Brisbane and Redcliffe, respectively. Within this period, rainfall accumulations slowed from 10:00 hrs on the 10<sup>th</sup> of January 2011 until early on the 11<sup>th</sup> of January 2011, after which time the intensity of rainfall increased again (*refer Figure 6*).

Notwithstanding, an assessment of this data indicates that peak rainfall intensities over this period did not exceed an ARI of 2 years.

This highlights that the storm produced less intense rainfall in the lower compared to that in the areas to the west and north. While some local drainage systems may have been overwhelmed by the runoff that was generated, it is unlikely that a significant number of properties at Ipswich and downstream along the Brisbane River would have been affected directly by runoff or overland flow.

The elevated levels that were observed in the lower Brisbane River were primarily a response to the intense rainfall that occurred in the upper catchment areas to the west, including heavy rainfall in the headwaters of the Lockyer and Bremer Rivers, combined with releases from Wivenhoe Dam.

A river level gauge on the Brisbane River at Mount Crosby, which is approximately 10 km upstream of the confluence of the Bremer River, recorded a steady rise in levels that exceeded the BoM's "Moderate" designation at 04:00 hr on the 10<sup>th</sup> January 2011. This initial rise in river water levels was the result of initial catchment-wide rainfall that started as early as the 9<sup>th</sup> January.

The hydrograph generated from the Mount Crosby gauge record (*refer Appendix B*) shows a clear change at approximately 09:00 on the 11<sup>th</sup> of January 2011, at which time levels began to increase more rapidly. This was likely a result of the arrival of inflows from the upper Lockyer Creek Catchment. Flood levels surpassed the BoM's "Major" designation at approximately 16:00 hrs on the 11<sup>th</sup> of January before peaking at approximately 26.0 metres gauge height at 10:00 hrs on the 12<sup>th</sup> of January 2011.

A gauge on the Brisbane River at Moggill shows a similar response to that of the Brisbane River at Mount Crosby. This gauge is located about 5 kilometres downstream from the Bremer River confluence.

Gauge records show a steady rise in levels on the 10<sup>th</sup> of January and then display an increasingly rapid rise from approximately 11:00 hrs on the 11<sup>th</sup> of January.

Levels surpassed the BoM's "Minor", "Moderate" and "Major" designations at approximately 14:00 and 20:00 on the 11<sup>th</sup> of January and 04:00 on the 12<sup>th</sup> of January, respectively. A peak flood level of approximately 17.8 metres gauge height was recorded at 14:00 hrs on the 12<sup>th</sup> of January.



Further downstream, a gauge located on the Brisbane River at Brisbane City recorded a largely tidal hydrograph up to the 10<sup>th</sup> of January which was progressively dampened on the 11<sup>th</sup> of January, in response to the arrival of flows derived from the upper catchment. Levels surpassed the BoM's "Minor" designation of 1.70 metres gauge height at approximately 12:00 hrs on the 11<sup>th</sup> of January, continuing and surpassing the BoM's "Moderate" and "Major" designations of 2.60 and 3.50 metres gauge height at approximately 02:00 and 08:00 hrs on the 12<sup>th</sup> of January, respectively. A peak level close to 4.5 metres gauge height was recorded at approximately 02:00 on the 13<sup>th</sup> of January.

### **5.2.2 Lower Bremer River Catchment**

Levels recorded at a gauge on the lower Bremer River at Ipswich show a distinct similarity with those recorded at Mount Crosby and Moggill on the Brisbane River, which is only a short distance upstream and downstream of the Bremer – Brisbane River junction. The data shows levels rising steadily on the 10<sup>th</sup> of January, surpassing the BoM's "Minor" designation at 16:00 on the 10<sup>th</sup> January and the "Moderate" designation at 04:00 on the 11<sup>th</sup> of January.

This initial response is most likely a result of direct catchment runoff into the Bremer River and backwater flooding from the Brisbane River in response to the steady rainfall that had occurred across the wider catchment since 9<sup>th</sup> January.

However, at approximately 11:00 hrs on the 11<sup>th</sup> of January 2011, levels began to increase more rapidly, surpassing the BoM's "Major" designation at approximately 14:00 hrs and continuing to rise another 8.0 metres to peak at a level of approximately 19.6 metres gauge height at 12:00 hrs on the 12<sup>th</sup> of January 2011. The shape and timing of this peak indicates the ultimate influence of backwater flows from the Brisbane River on flooding of the lower Bremer River.

It is recognised that flooding in the Ipswich area was also influenced by local catchment run-off and the run-off produced by intense rainfall generated in the upper Bremer River Catchment.

The frequency of the recorded rainfall in the lower Bremer River Catchment was typically in the order of 5 to 10 year ARI. Rainfall of this frequency is unlikely to have made a significant contribution to the flooding recorded in the Ipswich area.

The high intensity rainfall recorded in the western and northern sections of the Bremer River Catchment resulted in flooding along the Bremer River and its associated tributaries. The available streamflow gauge data (*refer Figures B2 and B3*) suggests that the flood peak from high intensity rainfall in the Bremer River catchment occurred some time prior to the flood peak at Ipswich, which was ultimately defined by backwater flooding from the Brisbane River.

However, the exact contribution of these different sources to the flood peak at Ipswich is beyond the scope of this report and would require detailed modelling of the flood event.

The following is noted in terms of the extent of the backwater influence from the Brisbane River on the flood peak in Bremer River:



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- A review of the river gauge data suggests that backwater flooding from the Brisbane River has ultimately defined the flood peak in the Bremer River at least as far upstream as the Brassall gauge (*refer Figure B2*).
- Conversely, the Walloon gauge record shows the flood peak occurring 18 hours prior to the flood peak at Brassall and that the flood levels fell at Walloon, while simultaneously rising at Brassall. This indicates that the flood peak in the stretch of the Bremer River upstream of the Walloon gauge is defined solely by the local flood event, rather than backwater flooding from the Brisbane River. The nature of flooding at Walloon and upstream is discussed further in **Section 5.2.3**.
- Between these two gauges, it can be inferred that the influence of backwater flooding from the Brisbane River on the peak level in the Bremer River has gradually reduced in an upstream direction. For example, the flood peak at the One Mile Bridge gauge (*located approximately one third of the distance between Walloon and Brassall upstream of Brassall*) occurred approximately ten hours prior to the peak at Brassall. However, the shape of the hydrograph indicates that flood levels including the peak at One Mile Bridge were still influenced by backwater flooding from the Brisbane River, which prevented local Bremer River flows from escaping downstream.

### 5.2.3 Upper Bremer River Catchment

The available river gauge data for the upper Bremer River indicates that peak flood levels upstream of the Walloon Gauge remained largely free of backwater flooding from the Brisbane River.

The Walloon Gauge shows a gradual response to rainfall across the upper catchment until approximately 10 am on 11<sup>th</sup> January 2011. From this time, levels at Walloon rose sharply, reaching a peak of approximately 31.87 mAHD at around 5:00pm on 11<sup>th</sup> January 2011.

It is noted that the gradual recession of the hydrograph's falling limb as shown in **Figure B2** (*i.e. in the period following the flood peak*) indicates that backwater effects were to some extent impeding the discharge of flows downstream. However, this is a separate issue to the flood peak itself, at which point backwater effects were considered to exert negligible influence.

Further upstream at the Adams Bridge Gauge, the record shows that there were three local flood events down the Bremer River over the period from Sunday 9<sup>th</sup> January to Tuesday 11<sup>th</sup> January. The maximum of these three peaks occurred at approximately 2pm on 11<sup>th</sup> January 2011. The river remained at or near the peak for close to 7 hours, until approximately 9pm Tuesday 11<sup>th</sup> January. The stream response indicates that there would be minimal influence due to backwater flooding from the Brisbane River this far upstream at any time during the flood.



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### **5.3 Conclusions**

Comparison of the response of the Brisbane and lower Bremer Rivers with the intensity, temporal and spatial distribution of rainfall in the upstream catchment, indicates that the Ipswich and Brisbane Metropolitan Areas are considered to fall within Categories 4 or 5 of the Storm versus Flood Categorisation Scheme (*refer Appendix B*).

That is, properties affected by overflow of the Brisbane or Bremer Rivers downstream of the confluence of the Bremer River and Warrill Creek, would fall within categories 4 or 5. The westerly extent of this area is highlighted in **Figure 12**.

However, properties affected by flows in the upper Bremer River along with the upper portions of its associated tributaries, such as Warrill Creek, are likely to fall within categories 2 and 3. This refers to most properties on the River reach upstream of the Walloon gauge



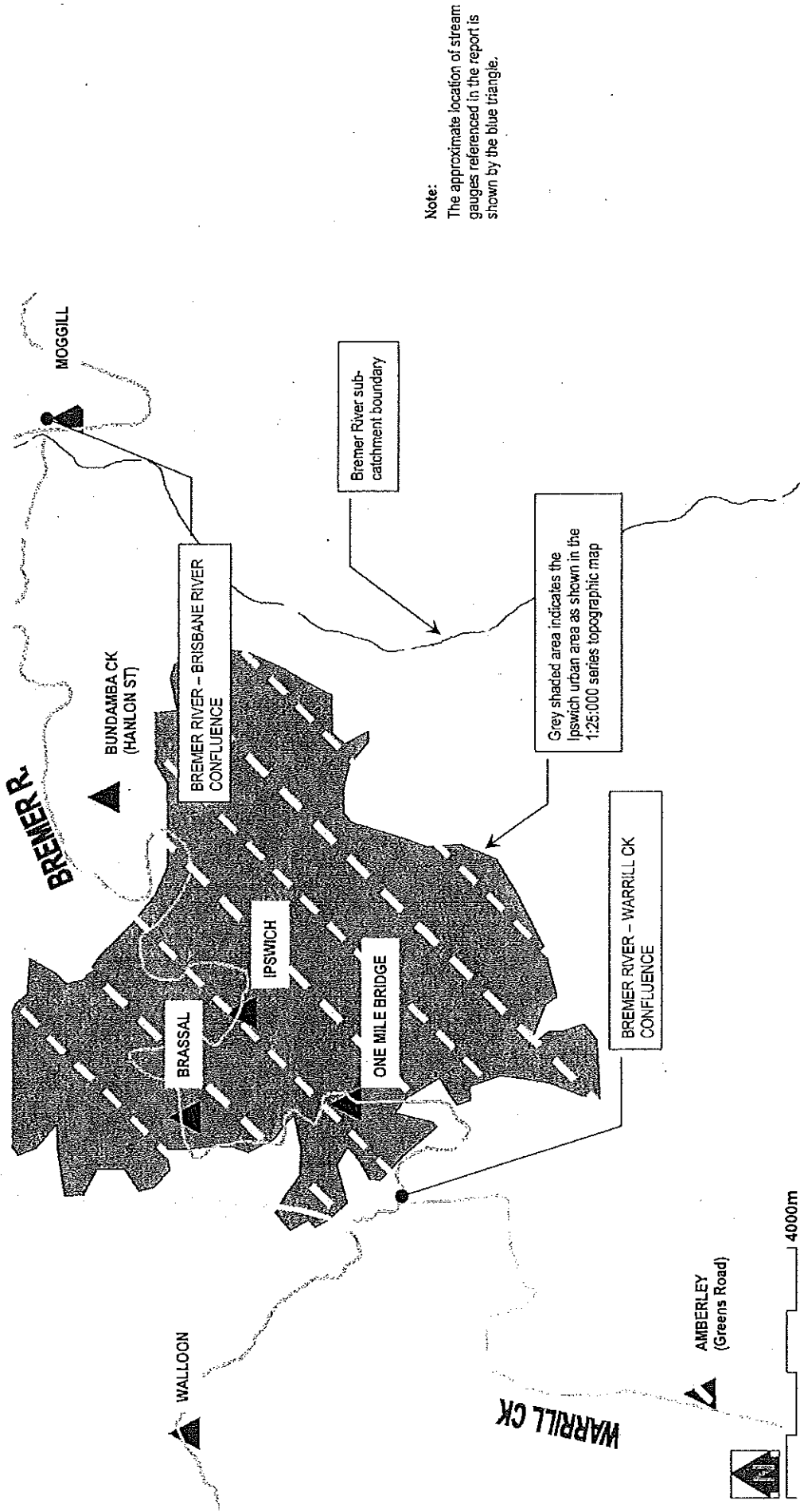


Figure 12: View of the Bremer River sub-catchment superimposed over a topographic map and indicating the approximate westerly extent of the region where flooding has been classified as four or five (shown highlighted in yellow). This boundary effectively coincides with the confluence of the Bremer River and Warrill Creek.



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### 6. REFERENCES

- Bureau of Meteorology, Commonwealth of Australia; Various data through <http://www.bom.gov.au>
- Commonwealth of Australia; Various data through [www.connectedwater.gov.au](http://www.connectedwater.gov.au).
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- Insurance Council of Australia (2011), *'Flooding in the Brisbane River Catchment January 2011, Volume 3 Flooding in Ipswich City LGA'*, prepared by the ICA Hydrology Panel, February 2011.
- McConnell, D; *'A Flood or Not a Flood – The Insurance Conundrum'*; Proceedings of 50<sup>th</sup> Annual Floodplain Management Authorities Conference, Gosford, February 2010.
- Queensland Department of Environment and Resource Management; Various data through [www.derm.qld.gov.au](http://www.derm.qld.gov.au).
- Weatherzone©; Fairfax Digital; various data through <http://www.weatherzone.com.au>.



## Appendix A

### Classification Scheme

This scheme describes aspects of the meteorological event and subsequent flow of water that led to inundation at the region of interest. It classifies inundation broadly by its origin e.g. a watercourse or overland flow and the timing of maximum inundation depth relative to critical rainfall of the meteorological event. Where Category 1 describes inundation occurring during or very soon after intense local rain and is not related to a watercourse and Categories 2 – 5 describe watercourse-based inundation where the timing of inundation varies according to where the rain fell and the nature and size of the upstream catchment.

Table 1: Storm Classification (to be used in concert with the accompanying descriptions)

Category	Storm	River System	Rain in a local area	Local overland inundation	Subsequent floodplain inundation (short timeframe)	Subsequent floodplain inundation (long timeframe)
1	Localised heavy rain	Small streams (up to 70km in length and 3000 km <sup>2</sup> in area)	X	X		
2	Regional heavy rain	Small to medium streams (up to 70km in length and 3000 km <sup>2</sup> in area)	X		X	
3	Regional heavy rain	Medium to large streams (up to 100km in length and 10000 km <sup>2</sup> in area)			X	
4	Regional heavy rain	Large to very large streams (up to 200km in length and 50000 km <sup>2</sup> in area)			X	
5	Regional heavy rain	Very large to very very large streams (up to 300km in length and 100000 km <sup>2</sup> in area)			X	X

Category 1 is essentially heavy localised rainfall leading to overland flow, usually during or very soon after the rainfall. The location may be near a small stream but the stream is not the cause of inundation at the region of interest.

Category 2 relates to small to medium streams at the location being considered (up to 70km in length and 3000 km<sup>2</sup> in area) under heavy regional rainfall where overland flow occurs initially, followed a short time (up to several hours) later by excessive flows inundating the floodplain of the stream.



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**Category 3** relates to a medium sized stream at the location being considered where the rainfall is concentrated in the upper (*steeper*) catchment, there is no local overland flow but the stream exceeds its channel capacity and occupies the floodplain within a short timeframe of the critical rain (*typically 2 to 8 hours*).

**Category 4** relates to a medium to large river where the majority of rain occurs over the upper and possibly middle catchments. The long response time of the river system to Regions within the lower catchment results in flooding commencing some time after the critical rainfall (*typically more than 8 hours for medium streams and a day or more for large streams*).

**Category 5** is the classic 'sunny day' flood where rainfall in the upper catchment of a large river system generates flooding in the middle and downstream reaches several days to weeks later.

### Interpretation of the Classification Scheme

While a procedure for classifying a storm's outcomes has been articulated, it cannot be absolutely prescriptive and will require some interpretation to accommodate the specific nature of individual storms and stream systems. For example, a medium stream at the upper end of the medium scale with a high intensity rainfall in the upper catchment would typically generate a Category 3 outcome because of the likely rapid response by the stream. If lower intensity longer duration rainfall occurred, a Category 4 outcome would be generated due to the delayed catchment / stream response.



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## **Appendix B**

### **Application of Classification System**

This section provides a visual representation of the response of the Lockyer, Bremer and Brisbane Rivers to the intense rainfall that occurred during the January 2011 South-east Queensland Weather Event. It provides a basis for determining the Storm versus Flood Classification that should apply to most areas of Ipswich and Brisbane.

The "critical rainfall" refers to the causative rainfall for flooding in a particular location. The time interval specified between the critical rainfall and inundation refers to the time between the end of the critical rainfall and the peak of the flood recorded at the relevant gauge. It is noted that the end of the critical rainfall does not necessarily correspond to the time when rainfall ceased.

### **Lockyer Creek and Brisbane River**

The following figures show the relevant rainfall associated with the central and upper Brisbane Catchment aligned temporally with the response of Lockyer Creek and Brisbane River from upper to lower catchment at selected gauges. These figures highlight where the transition between Categories 2/3 and 4 occurs with reference to the Storm versus Flood Categorisation System.

From this data, areas upstream along Lockyer Creek of Rifle Range can be interpreted as being within Category 2 or 3 while those downstream of Savages Crossing on the Brisbane River are within Category 4 or 5.

The timing of the critical rainfall, along with the flood peak at the Gauges investigated is summarised in **Table B1**.



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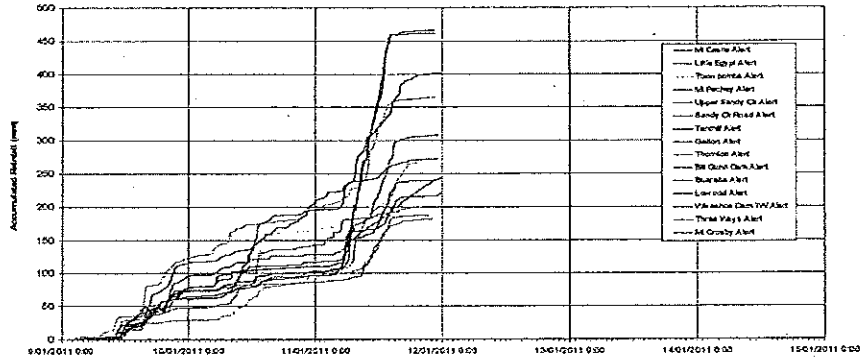
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Table B1 SUMMARY OF TIMING OF CRITICAL RAINFALL AND FLOOD PEAK FOR LOCKYER CREEK

GAUGE LOCATION	RIVER GAUGE	CATCHMENT CLASSIFICATION	RAINFALL GAUGE FOR CRITICAL RAINFALL	APPROXIMATE END OF CRITICAL RAINFALL	APPROXIMATE TIME AND DATE OF FLOOD PEAK	TIME DIFFERENCE BETWEEN CRITICAL RAIN & FLOOD PEAK (hours)
LOCKYER CREEK	Glenore Grove (540149)	medium	Toowoomba / Gatton	3:00 pm 11 <sup>th</sup> January 2011	5:00pm 11 <sup>th</sup> Jan 2011	2
	Lyons Bridge (540174)				6:00pm 11 <sup>th</sup> Jan 2011	3
	Rifle Range Road (040017)				6:00pm 11 <sup>th</sup> Jan 2011	3
BRISBANE RIVER (middle Catchment)	Savages Crossing (540150)	large	Wivenhoe Dam	3:00pm 11 <sup>th</sup> January 2011	01:30 12 <sup>th</sup> Jan 2011	10.5



Data from Lockyer Creek at the Glenmore Grove Gauge.

The peak response of the stream in this region is within a relatively short time frame of the critical rainfall (approximately 2-4 hours).

Data from Lockyer Creek at the Lyons Bridge Gauge (upstream of Rifle Range).

The peak response of the stream in this region is within a relatively short time frame of the critical rainfall (approximately 3-5 hours).

Data from Lockyer Creek at the Rifle Range Gauge.

The peak response of the stream in this region is within a relatively short time frame of the critical rainfall (approximately 3-5 hours).

Data from the Brisbane River at the Savages Crossing Gauge (downstream of Lowood and Wivenhoe Dam).

The peak response of the stream in this region is within a longer time frame of the critical rainfall (approximately 10.5 hours).

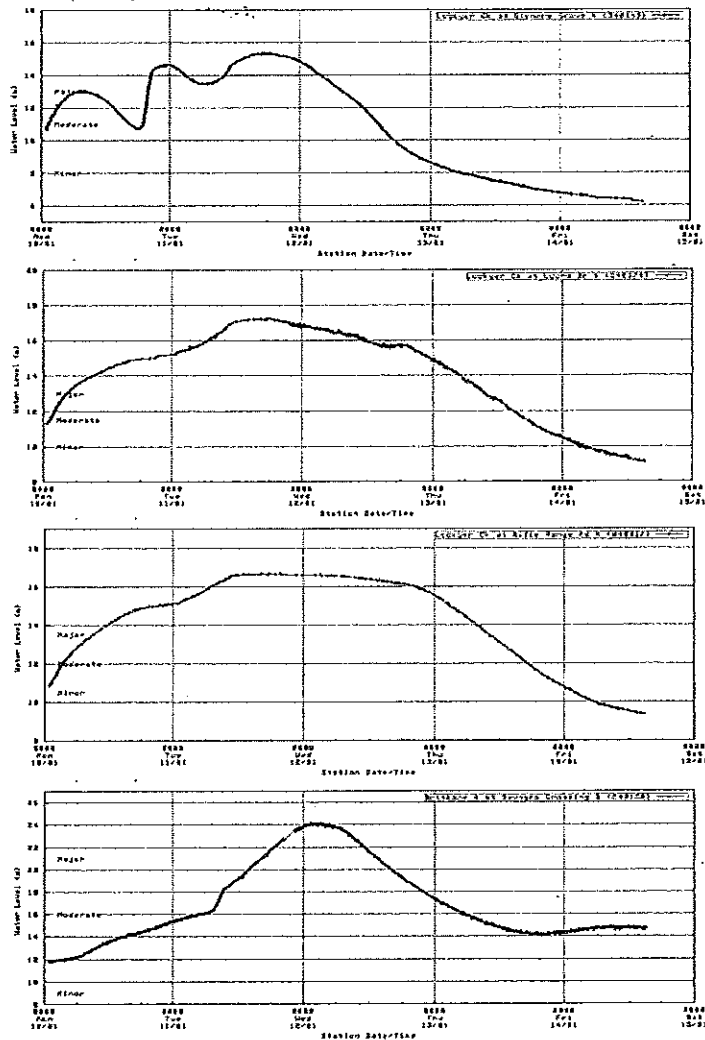


Figure B1: The rainfall recorded within the upper Brisbane Catchment (TOP) aligned with the same temporal scale of several river level gauges progressing from upstream to downstream regions on the Lockyer Creek and Brisbane River.



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**Bremer River (and Warrill Creek)**

The following figures show the relevant rainfall associated with the central and upper Brisbane Catchment aligned temporally with the response of the Bremer River and Warrill Creeks from upper to lower catchment at selected gauges. These figures highlight where the transition between Categories 2/3 and 4 occurs with reference to the Storm versus Flood Categorisation System.

From this data, areas upstream along the Bremer River above Walloon would be classified as Category 2 or 3, while those downstream of One Mile Bridge would be classified as Category 4 or 5.

The time to the flood peak at the gauges included in **Figure B2** and **Figure B3**, together with the time between the critical rainfall and the flood peak is summarised in **Table B2**.





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Table B2 SUMMARY OF TIMING OF CRITICAL RAINFALL AND FLOOD PEAK FOR BREMER RIVER CATCHMENT

GAUGE LOCATION	RIVER GAUGE	CATCHMENT CLASSIFICATION	RAINFALL GAUGE FOR CRITICAL RAINFALL	APPROXIMATE END OF CRITICAL RAINFALL	APPROXIMATE TIME AND DATE OF FLOOD PEAK	TIME DIFFERENCE BETWEEN CRITICAL RAIN & FLOOD PEAK (hours)
UPPER BREMER RIVER	Adams Bridge (540157)	medium	Thornton 1	12:00pm	2:00pm 11 <sup>th</sup> January 2011	2
	Walloon (540081)	medium	Grandchester	3:00pm	5:00pm 11 <sup>th</sup> January 2011	2
MID/LOWER BREMER RIVER	One Mile Bridge 2 (040836)	medium			1:30am 12 <sup>th</sup> January 2011	10.5
	Brassall 2 - (Hancocks Bridge) (540250)	medium	Grandchester	3:00pm	11:00am 12 <sup>th</sup> January 2011	20
	Ipswich 2 (040831)	medium			2:00pm 12 <sup>th</sup> January 2011	23



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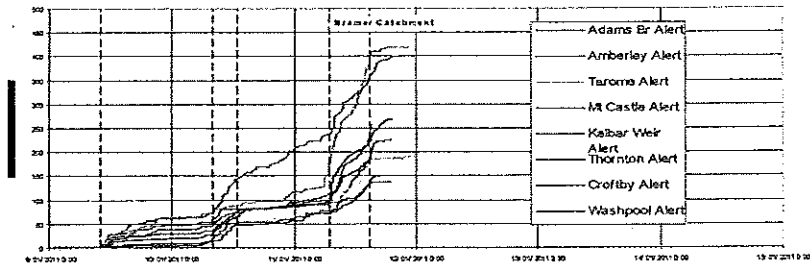
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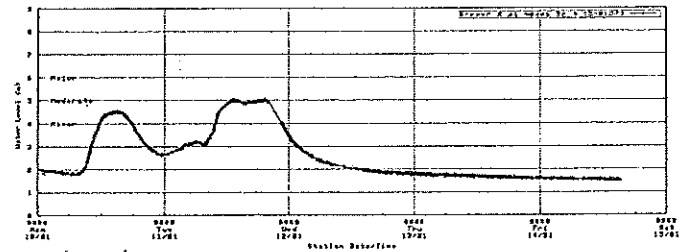
GAUGE LOCATION	RIVER GAUGE	CATCHMENT CLASSIFICATION	RAINFALL GAUGE FOR CRITICAL RAINFALL	APPROXIMATE END OF CRITICAL RAINFALL	APPROXIMATE TIME AND DATE OF FLOOD PEAK	TIME DIFFERENCE BETWEEN CRITICAL RAIN & FLOOD PEAK (hours)
WARRILL CREEK	Kalbar Weir (540058)	medium			8:00pm 11th January 2011	5
	Harrisville (540154)	medium	Grandchester	3:00pm	9:00 pm 11th January 2011	6
	Amberley - (Greens Road) 2 (540180)	medium			11:00 am 12th January 2011	20

1. It is recognised that strictly speaking the Thornton gauge is located in the Lockyer Valley and not the Bremer Catchment. However, it is approximately 2 kilometres from the Bremer – Lockyer catchment boundary, and 14 kilometres from the Adams Bridge gauge. Accordingly, it is considered to constitute a representative rainfall for assessing the end of critical rainfall at the gauge.
2. It is noted that while Grandchester has been taken to be the rainfall gauge for determining the critical rainfall, each of these gauges was also showed evidence that the site was affected by backwater flooding from the Brisbane River.



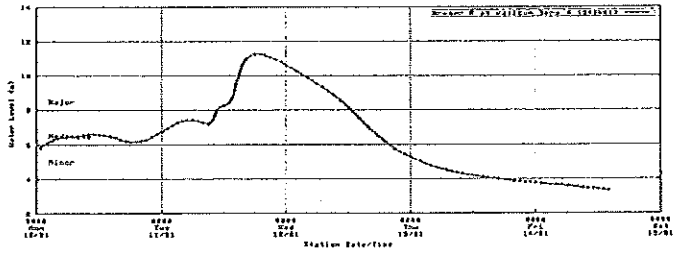
**Data from the Bremer River at the Adams Bridge Gauge**

The peak response of the stream in this region is within a relatively short time frame of the critical rainfall (approximately 2-4 hours).



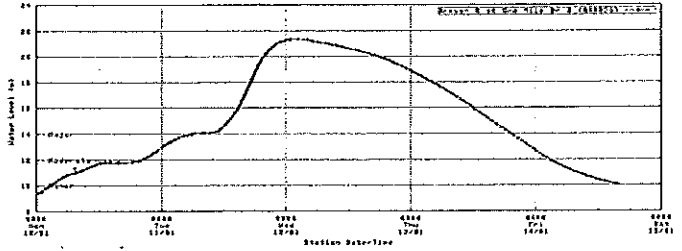
**Data from the Bremer River at the Walloon Gauge**

The peak response of the stream in this region is within a relatively short time frame of the critical rainfall (approximately 2-4 hours).



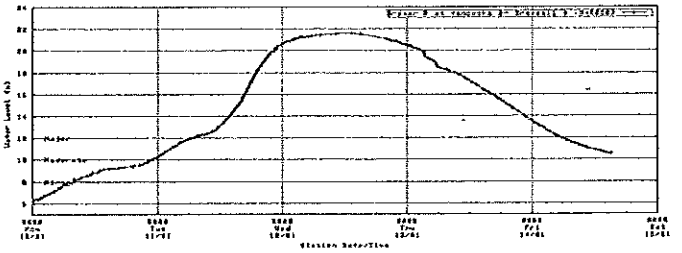
**Data from the Bremer River at the One Mile Bridge gauge (in south-west Ipswich)**

The peak response of the stream in this region is within a longer time frame of the critical rainfall (approximately 10-12 hours).



**Data from the Bremer River at the Brassall Gauge (in north-west Ipswich)**

The peak response of the stream in this region is within a longer time frame of the critical rainfall (approximately 20-22 hours).



**Data from the Bremer River at the Ipswich Gauge (in central Ipswich)**

The peak response of the stream in this region is within a longer time frame of the critical rainfall (approximately 23-25 hours).

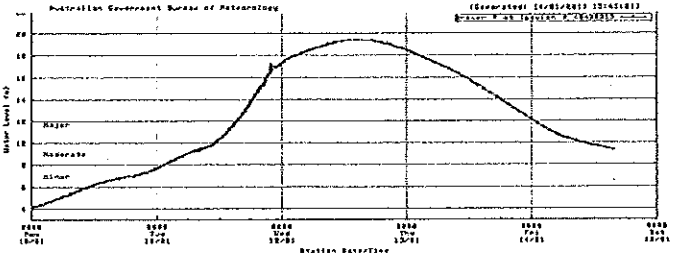


Figure B2: The rainfall recorded within the upper Brisbane Catchment (TOP) aligned with the same temporal scale of several river level gauges progressing from upstream to downstream regions on the Bremer River

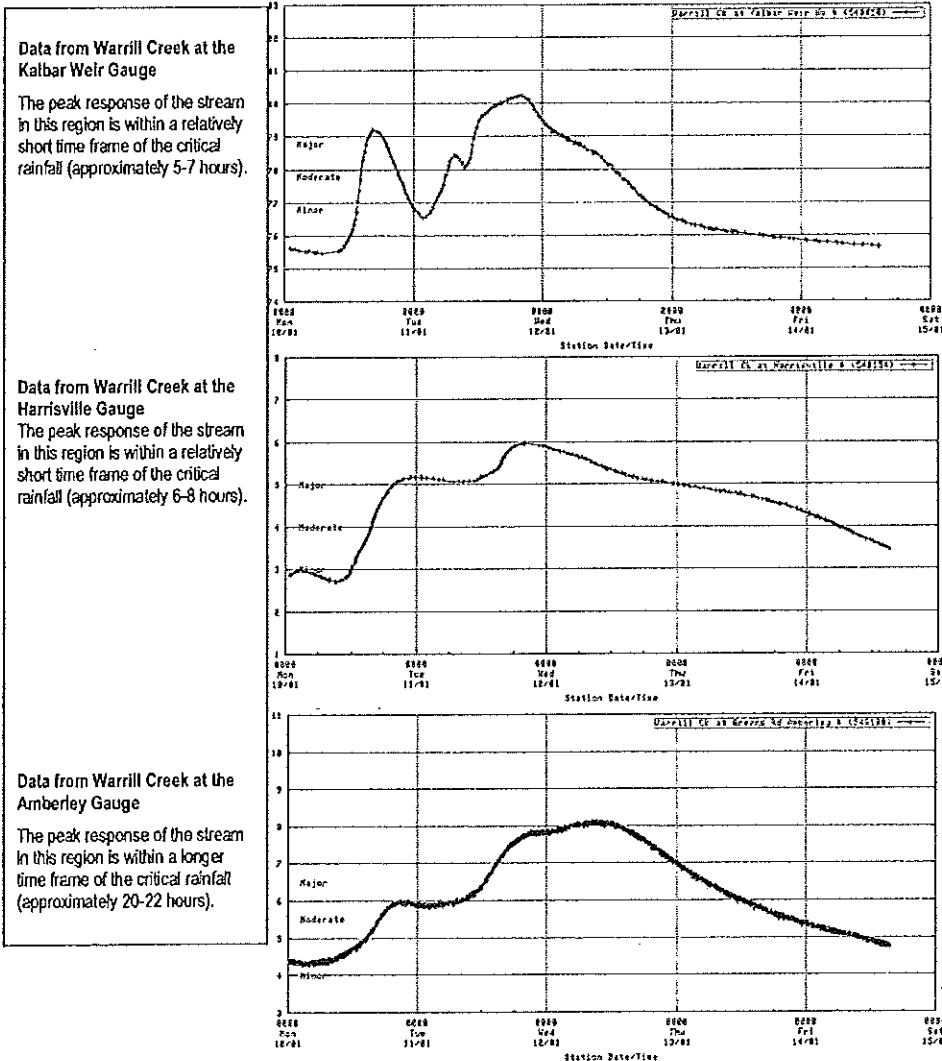
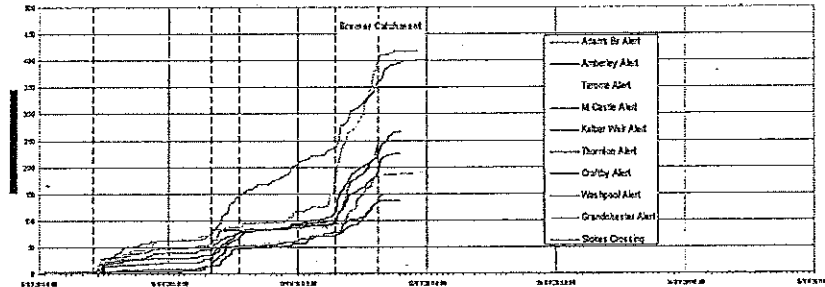


Figure B3: The rainfall recorded within the upper Brisbane Catchment (TOP) aligned with the same temporal scale of several river level gauges progressing from upstream to downstream regions on Warrill Creek

## Schedule of Work No 2: Hydrology Reports

**Commencement Date:** December 2010

**Termination Date:** Termination of a schedule of work on the provision of 5 days written notice as per relevant schedule of work.

### 1. Services

The Services consist of the preparation of the following Hydrology Reports utilising the Protocol at paragraph 2 below relating to inundation arising from storms in Australia:

1. an overarching Hydrology Reports for specified regions (Regional Report)
2. Individual Property Reports.

Where we require either a Regional Report or an Individual Property Report to be prepared (collectively "Hydrology Reports"), we will provide You with written instructions ( via an email) regarding the report and timeframes for delivery.

The Hydrology Reports must be produced in accordance with the Report Template detailed in paragraph 3 below.

You agree that any reports that You prepare may be subject to further peer review by another qualified hydrologist.

In providing the Services you will utilise suitably qualified personnel located in the state or territory where the region or the individual property is located. Where such personnel are not available to provide the Services, you will contact us to discuss whether staff from other states or territories may be available to undertake the work.

Where required, Your personnel will meet with Us to discuss any of the reports prepared by them.

You grant Us a Licence to use the Reports under this SOW for the Specified Purposes in clause 1.7 (c) of the LOA. This Licence extends to the use of the Reports by any of our related Australian companies.

### 2. Protocol

This report outlines how to create a assessment of a storm event resulting in some degree of inundation that affects properties of interest in one or more regions. The objective is to:

- Describe the meteorological event and subsequent flow of water that led to the inundation on a regional basis. Part of this description will utilise a classification scheme outlined below.
- From that description, identify whether the inundation was caused by a watercourse, overland flow, or a combination of the two.

This protocol describes the key areas that must be included in an overarching flood event report

## 2.1 Classification Scheme

This scheme describes aspects of the meteorological event and subsequent flow of water that led to inundation at the region of interest. It classifies inundation broadly by its origin e.g. a watercourse or overland flow and the timing of maximum inundation depth relative to critical rainfall of the meteorological event. Where Category 1 describes inundation occurring during or very soon after intense local rain and is not related to a watercourse and Categories 2 – 5 describe watercourse-based inundation where the timing of inundation varies according to where the rain fell and the nature and size of the upstream catchment.

Table 1: Storm Classification (to be used in concert with the accompanying descriptions)

Category	Storm	River System	Rain in a local area	Local overland inundation	Subsequent floodplain inundation (short timeframe)	Subsequent floodplain inundation (long timeframe)
1	Intense local rain	N/A	X	X		
2	Widespread heavy rain	Small (up to 10km length & 50km <sup>2</sup> area) to Medium	X	X	X	
3	Light local & heavy upper catchment rain	Medium (to 70 km length & 3000 km <sup>2</sup> area)	X		X	
4	Spatially & temporally variable rain	Medium to Large	X			X
5	Intense upper catchment rain	Large				X

**Category 1** is essentially heavy localised rainfall leading to overland flow, usually during or very soon after the rainfall. The location may be near a small stream but the stream is not the cause of inundation at the region of interest.

**Category 2** relates to small to medium streams at the location being considered (up to 70km in length and 3000 km<sup>2</sup> in area) under heavy regional rainfall where overland flow occurs initially, followed a short time (up to several hours) later by excessive flows inundating the floodplain of the stream.

**Category 3** relates to a medium sized stream at the location being considered where the rainfall is concentrated in the upper (steeper) catchment, there is no local overland flow but the stream exceeds its channel capacity and occupies the floodplain within a short timeframe of the critical rain (typically 2 to 8 hours).

**Category 4** relates to a medium to large river where the majority of rain occurs over the upper and possibly middle catchments. The long response time of the river system to Regions within the lower catchment results in flooding commencing some time after the critical rainfall (typically more than 8 hours for medium streams and a day or more for large streams).

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**Category 5** is the classic 'sunny day' flood where rainfall in the upper catchment of a large river system generates flooding in the middle and downstream reaches several days to weeks later.

## 2.2 Interpretation of the classification scheme

The time between the critical rainfall and inundation of properties is a key element in the interpretation of the scheme.

Short streams with relatively small catchments will invariably have short timeframes of a few hours, and for bigger river systems a short timeframe would be say the order of half a day or the duration of the meteorological event.

In all cases when interpreting the impacts for a region, the scope of the stream should relate to the catchment upstream of the area under consideration. Thus for a town situated in the upper catchment of a large river system, it is not the large river system that should form the basis of assessment but the upstream portion which may only be medium or small sized.

Whilst a procedure for classifying a storm's outcomes has been articulated, it cannot be absolutely prescriptive and will require some interpretation to accommodate the specific nature of individual storms and stream systems. For example, a medium stream at the upper end of the medium scale with a high intensity rainfall in the upper catchment would typically generate a category 3 outcome because of a rapid response by the stream, but with a lower intensity longer duration rainfall would generate a category 4 outcome characterised by a delayed response.

## 2.3 Data Collection

The methodology for preparing the report necessarily involves the collection and collation of meteorological, hydrological and anecdotal data related to the event. The datasets must include the following

- Rainfall summaries for the spatial and temporal extent of the event,
- Pluviograph data (*where available*) or daily total rainfalls for gauges managed by the Bureau of Meteorology (*BoM*) throughout the affected and upper catchment areas over the duration of the event,
- The sequence of synoptic charts (*BoM*) leading up to and over the event,
- The sequence of weather radar images (*BoM*) for the event,
- *BoM* and relevant state agency river level records over the duration of the event at all available sites in the affected area,
- Google Maps or equivalent images of the affected area and communities, including road maps, terrain maps and satellite images,
- Media and agency reports on the flooding from ABC and newspaper web sites, SES and state agency web sites.

Much of this data is available throughout and for a short period after the event on the BoM's web site. Other data should be ordered from the BoM and relevant state agencies after the event and after the data has been quality checked. Some of this data can take up to 2 to 3 weeks to become available.

#### **2.4 Data Processing**

Analysis and presentation of the data is essential in substantiating the narrative of the event and the interpretation of flooding on the affected Regions as presented in the report.

The sequence of synoptic charts, radar images and accumulated rainfall charts should be used to describe the evolution of the meteorological event and the elements that led to the rainfall, such as troughs, low pressure cells, monsoonal troughs, east coast lows, cyclones, sequence of fronts, and etc.

A schematic map showing the progression of the event is useful and should be included where this information is available and it is relevant to the report.

The temporal sequence of cumulative rainfall at all available gauges should be graphed and compared by region or stream system, and the pattern of the storm described on the basis of continuity of rainfall, regional distribution, high intensity periods, etc.

Corroborating this data with media reports (where available) can assist in identifying the critical rainfall period, and rainfall intensities can be extracted from the graphs and used with AR&R and AUSIFD to characterise return intervals as a reference for the storm's rarity. Variation in rainfall ARI along the axis of a stream from upper to middle to the lower catchment is also useful in identifying the scope of the event in terms of local, upper catchment or widespread effects.

Where sufficient data is available, the temporal river level data should be graphed and compared within and between stream systems (*depending on the number of gauges and extent of the event*) to characterise the response of the various streams to the rainfall and to the evolution of the flood as it progresses downstream. As time is a critical factor in the classification scheme, an analysis of the time of inundation to the timing of the volume of rain critical to the inundation of the region of interest together with river level hydrographs is an essential part of the report.

#### **2.5 Interpretation for Regions Affected**

Each region identified as being of interest should be presented with a map showing the relevant stream together with a description of the relevant nearest rainfall accumulation and the peak intensity ARI, the timing of the rainfall (*nearby and/or upper catchment*) relevant to the region, and details of relevant recorded peak levels.

An interpretation of the regions inundated and likely affects on properties relevant to the classification scheme should be developed based on available information.



### **3. Report template/Introduction or Foreword**

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- present a broad overview of the event, the temporal & spatial pattern of the rainfall, the communities or regions affected, and the general outcomes

#### **3.2 Metrological Setting**

- provide an overview of the key meteorological components that led to the storm

#### **3.3 Sequence of Events**

- describe the evolution of the meteorological components (*troughs, fronts, lows, etc*) that formed the storm including their features, path of travel, regions covered, dates & times, etc
- provide a map showing the sequence

#### **3.4 Rainfall Analysis**

- provide a description of the rainfall induced by the event referring to the meteorology
- identify the regions where the rain predominantly fell and identify possible orographic or other effects likely to modify the rainfall patterns
- summarise the accumulated rainfall and present the BoM's daily and weekly rainfall total maps to characterise the evolution of the event, identifying the area of interest as appropriate
- use pluviograph data to produce comparative cumulative rainfall plots on a regional or river system basis as appropriate to the extent of the event
- describe the cumulative rainfall plots with reference to the continuity of rainfall, initial rain, rainfall breaks, and most importantly critical heavy rainfall periods (*if present*) that may have led to the ultimate peak flooding
- where feasible, extract the intensities of these critical rainfall periods and plot them on regional IFD curves (*AR&R & AUSIFD*) to characterize the ARI and rarity of the rainfall event

#### **3.5 Runoff, Overland Flow & River Levels**

- introduce each catchment descriptively, including catchment size, affected and comment on the relationship between the rarity of the rainfall and likely runoff for the region including comments on antecedent conditions
- introduce each region with its location, stream or tributary, upstream catchment area, position within the river system, etc and
- describe how each of the stream systems within their upper, middle and lower catchments are likely to respond giving some indication of the expected severity of flooding

## IAG RE 010311

- present plots of the river level hydrographs and where possible include a map of each river system showing the gauge locations and the area of interest
- comment on the shapes of the hydrographs, the progression of the flood through each stream system and relating the time back to the critical rainfall period, identify when the peak occurred and when overbank flows may likely have commenced for the different parts of the catchment
- Include anecdotal evidence if available to support findings. This could include region of observations and evidence of inundation.

### 3.6 Damage

- General discussion of damage, including fatalities, houses, crops, infrastructure, power, health concerns.
- Discussion on maximum inundation depth, velocity of water, quality of water, eg very muddy, sewage content.

### 3.7 Summary of Findings

- Summarise the meteorological and catchment characteristics that lead to inundation to the regions of interest with reference to the classification scheme.
- Identify whether the inundation at the region of interest was watercourse based.

## 4. Timeframes

You will provide hydrology reports as follows:

- **Overarching Reports-** within 5 Business Days of the request for the preparation of the Report
- **Individual Property Reports-** within 10 Business days of the request for the preparation of the Report.

The parties may agree in writing to an amended timeframe for the preparation of any report.

## 5. Fees

5.1 Prior to commencing work on any Hydrology report, You must provide Us with a written estimate of the fees for such report based on the following:

### a. Hourly rates –

3. Senior hydrologist \$ 240 per hour






4. Hydrologist and engineers \$170 per hour

b. **Travel expenses-** where the provision of a report requires travel within the State, We will reimburse you for travel expenses reasonably incurred in travelling to the location including; travel time, accommodation, costs of vehicle. Travel expenses must align with IAG standards.

IAG RE 010311

c. Accommodation costs- these must be aligned with IAG standards for accommodation.

Once we confirm our acceptance of the estimate, You will prepare the report.

Signed by 	Signed by: 
Signature 	Signature 01/03/2011
	
Print name	Print name
For and on behalf of	For and on behalf of
WorleyParsons Services Pty Ltd	IAG RE Australia Limited
ABN 61 001 279 812	ABN 96 001 948 278

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Friday, 21 January 2011 11:16 AM  
**To:** [REDACTED]  
**Subject:** Rockhampton

He [REDACTED]

Can you please do an overarching report for Rockhampton?

Cheers

[REDACTED]

---

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[REDACTED]

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**From:** [REDACTED]  
**Sent:** Tuesday, 25 January 2011 12:37 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Chinchilla/Dalby/Warwick/Condamine Plains  
**Attachments:** Protocol\_v7.doc

Hi [REDACTED]

Attached is the final version of the classification scheme that is described with the Protocol of what we want future reports to cover in the assessment of inundation claims. Hopefully now the description of the classification scheme and how to use it is clearer. We want the classification scheme to be used to help in the description of how inundation occurred at the location as it sums up where the rain fell, upstream catchment characteristics that influences timing of inundation compared to catchment rainfall, whether the inundation was watercourse related etc. Therefore we want the classification scheme to be part of the meteorological event and subsequent flow of water description.

In the summary of findings or assesment we need a clear statement on whether the inundation is watercourse based or not, together with a brief summary of what happened as per above.

#### All reports

1. Can you please amend all of your delivered and future reports to include the new table and description of categories and for future reports follow the proposed report format.
2. For the Bundaberg region I think the following is missing:
  - o [REDACTED] Hinkler: Runoff is mentioned in Section 3.2 to have contributed to the flooding. Can you make a comment on how much this is likely to be as a component of the overall flood level at the property. It looks like peak local rainfall finished by 3pm on 28th yet the Burnett River rose more than a metre after this date and peaked on the 30th - almost 2 days later. Could non watercourse based runoff really played much of a part to the water depth at the property?
  - o [REDACTED] George, [REDACTED] McMannie, Site [REDACTED] Perry: All of these need the the new table and description of categories and supporting info such as upstream catchment size, timing of peak rainfall and peak flood height and a clear statement that it is watercourse based from the Burnett River.
  - o [REDACTED] Hills St: Can you please review this. It looks like peak local rainfall finished by 3pm on 28th yet the inundation started occurring at 11pm and rose 2.2m sometime near 8am the next day. Surely this must be the Burnett River flowing back up the local Creek/drains?? Please confirm - it looks more of a 4 as per the other reports above.

Please give me a call to discuss if needed.

Cheers

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Friday, 21 January 2011 10:03 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Chinchilla/Dalby/Warwick/Condamine Plains

[REDACTED]

The three towns for which you require overarching hydrology reports are affected by flooding from different rivers/creeks, but all are within the Condamine-Balonne River Basin. Chinchilla is affected by flooding from Charley's Creek, Dalby is affected by flooding from Myall Creek, and Oakey is affected by flooding from Oakey Creek. All of these creeks are tributaries of the Condamine River. Separate reports will be needed from these towns, as the flood situations differ.

As well as the overarching reports you have requested, I have been asked by IAG to inspect two more properties outside these towns, one at Tara (possible flooding from Undulla Creek) and one at Miles (possible flooding from Dogwood Creek).

To achieve this most effectively, I propose to visit these locations early next week, and to have the overarching reports available for you late next week, or early the following week. This will depend also on the time required to obtain flood warning river gauge and flood warning rainfall data from the Bureau of Meteorology.

I understand you may be able to provide some continuous rainfall data that you collect from the Bureau. Could you provide us with data for Oakey AWS, Warwick Hermitage AWS, Miles AWS, Dalby, Chinchilla and Tara if you have this information? If that is not convenient, we will request this data directly from the Bureau.

Our typical ballpark costs for the overarching hydrology reports will be about \$6,500 each.

I trust this provides you with the information you require. If you have any further queries, please contact me.

Regards



[Redacted]  
Principal Surface Water Engineer

[Redacted]  
W [www.rpsgroup.com.au](http://www.rpsgroup.com.au)

743 Ann Street, Fortitude Valley,  
QLD, Australia, 4006

PO Box 1559, Fortitude Valley, QLD, 4006 [Redacted]

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**From:** [Redacted]  
**Sent:** Thursday, 20 January 2011 4:12 PM  
**To:** [Redacted]  
**Subject:** RE: Chinchilla/Dalby/Warwick/Condamine Plains

Note: This e-mail is subject to the disclaimer contained at the bottom of this message.

Hi [Redacted]

Can you please add Oakey if possible to the overarching report covering Chinchilla/Dalby - not sure whether they are on the same river system or not.

Cheers

---

**From:** [Redacted]  
**Sent:** Wednesday, 19 January 2011 4:56 PM  
**To:** [Redacted]  
**Subject:** Chinchilla/Dalby/Warwick/Condamine Plains

[Redacted]

Attached is the draft updated and expanded description of the 1 - 5 classification. I should get the final version to you by Monday next week.

To sum up our conversation today:

Please use the updated flood description attached when making your assessment of which classification best suits the area of interest. We want to use these reports to cover for the other insurance products that we have under the IAG banner and we will need to improve the wording on classification 1 to better reflect inundation not related to a watercourse (e.g. overland flow) as some of our products do not cover escaping of water from a watercourse. Perhaps you can make a comment on whether the inundation was based on overland flow versus watercourses in your report in the meantime as well as your best view of the classification number.

We would like an overarching report for all regions of interest which individual street address reports can draw from. We hope that there will be some regions where the entire area can be classified using a desktop study. Therefore we need the following:

Warwick/Condamine Plains:

- Update the existing individual reports to include the new classification descriptions
- Include the analysis of timing between peak rainfall (as described by sub-daily data) to peak river height and inundation
- Create an additional overarching report for the region. If possible try and complete the overarching report for river system as we may get further claims lodged in the days/weeks to come and ideally would like to limit gaps in the river system. The critical points for us are classifications higher than 1 or higher than 3 so that if we know that downstream beyond a certain town is higher than a 1 or 3 then that would suffice. Obviously the possibility of local heavy rain may mean that a 1 could have happened anywhere but hopefully the incident date of the claim will limit the grey area here.

Chinchilla/Dalby

- Please start on an overarching report ASAP as per the above specifications. Once you have a feel for the preliminary findings lets discuss and work out whether the site visit to the individual properties is required.

Report Costs

Would you be able to flick me an email describing your typical "ballpark" costs for these requests just so we don't get a surprise.

Please call me if you need clarity etc.

Cheers

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**From:** ██████████  
**Sent:** Wednesday, 19 January 2011 1:47 PM  
**To:** ██████████  
**Subject:** my contact details

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████████████████████  
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## 2. Protocol

This report outlines how to create an assessment of a storm event resulting in some degree of inundation that affects properties of interest in one or more regions. The objective is to:

- Describe the meteorological event and subsequent flow of water that led to the inundation on a regional basis. Part of this description will utilise a classification scheme outlined below.
- From that description, identify whether the inundation was caused by a watercourse, overland flow, or a combination of the two.

This protocol describes the key areas that must be included in an overarching flood event report

### 1.1 Classification Scheme

This scheme describes aspects of the meteorological event and subsequent flow of water that led to inundation at the region of interest. It classifies inundation broadly by its origin e.g. a watercourse or overland flow and the timing of maximum inundation depth relative to critical rainfall of the meteorological event. Where Category 1 describes inundation occurring during or very soon after intense local rain and is not related to a watercourse and Categories 2 – 5 describe watercourse-based inundation where the timing of inundation varies according to where the rain fell and the nature and size of the upstream catchment.

Table 1: Storm Classification (to be used in concert with the accompanying descriptions)

Category	Storm	River System	Rain in a local area	Local overland inundation	Subsequent floodplain inundation (short timeframe)	Subsequent floodplain inundation (long timeframe)
1	Intense local rain	N/A	X	X		
2	Widespread heavy rain	Small (up to 10km length & 50km <sup>2</sup> area) to Medium	X	X	X	
3	Light local & heavy upper catchment rain	Medium (to 70 km length & 3000 km <sup>2</sup> area)	X		X	
4	Spatially & temporally variable rain	Medium to Large	X			X
5	Intense upper catchment rain	Large				X

**Category 1** is essentially heavy localised rainfall leading to overland flow, usually during or very soon after the rainfall. The location may be near a small stream but the stream is not the cause of inundation at the region of interest.

**Category 2** relates to small to medium streams at the location being considered (*up to 70km in length and 3000 km<sup>2</sup> in area*) under heavy regional rainfall where overland flow occurs initially, followed a short time (*up to several hours*) later by excessive flows inundating the floodplain of the stream.

**Category 3** relates to a medium sized stream at the location being considered where the rainfall is concentrated in the upper (*steeper*) catchment, there is no local overland flow but the stream exceeds its channel capacity and occupies the floodplain within a short timeframe of the critical rain (*typically 2 to 8 hours*).

**Category 4** relates to a medium to large river where the majority of rain occurs over the upper and possibly middle catchments. The long response time of the river system to Regions within the lower catchment results in flooding commencing some time after the critical rainfall (*typically more than 8 hours for medium streams and a day or more for large streams*).

**Category 5** is the classic 'sunny day' flood where rainfall in the upper catchment of a large river system generates flooding in the middle and downstream reaches several days to weeks later.

## 1.2 Interpretation of the classification scheme

The time between the critical rainfall and inundation of properties is a key element in the interpretation of the scheme.

Short streams with relatively small catchments will invariably have short timeframes of a few hours, and for bigger river systems a short timeframe would be say the order of half a day or the duration of the meteorological event.

In all cases when interpreting the impacts for a region, the scope of the stream should relate to the catchment upstream of the area under consideration. Thus for a town situated in the upper catchment of a large river system, it is not the large river system that should form the basis of assessment but the upstream portion which may only be medium or small sized.

Whilst a procedure for classifying a storm's outcomes has been articulated, it cannot be absolutely prescriptive and will require some interpretation to accommodate the specific nature of individual storms and stream systems. For example, a medium stream at the upper end of the medium scale with a high intensity rainfall in the upper catchment would typically generate a category 3 outcome because of a rapid response by the stream, but with a lower intensity longer duration rainfall would generate a category 4 outcome characterised by a delayed response.

## 1.3 Data Collection

The methodology for preparing the report necessarily involves the collection and collation of meteorological, hydrological and anecdotal data related to the event. The datasets must include the following

- Rainfall summaries for the spatial and temporal extent of the event,

- Pluviograph data (*where available*) or daily total rainfalls for gauges managed by the Bureau of Meteorology (*BoM*) throughout the affected and upper catchment areas over the duration of the event,
- The sequence of synoptic charts (*BoM*) leading up to and over the event,
- The sequence of weather radar images (*BoM*) for the event,
- *BoM* and relevant state agency river level records over the duration of the event at all available sites in the affected area,
- Google Maps or equivalent images of the affected area and communities, including road maps, terrain maps and satellite images,
- Media and agency reports on the flooding from ABC and newspaper web sites, SES and state agency web sites.

Much of this data is available throughout and for a short period after the event on the *BoM*'s web site. Other data should be ordered from the *BoM* and relevant state agencies after the event and after the data has been quality checked. Some of this data can take up to 2 to 3 weeks to become available.

#### 1.4 Data Processing

Analysis and presentation of the data is essential in substantiating the narrative of the event and the interpretation of flooding on the affected Regions as presented in the report.

The sequence of synoptic charts, radar images and accumulated rainfall charts should be used to describe the evolution of the meteorological event and the elements that led to the rainfall, such as troughs, low pressure cells, monsoonal troughs, east coast lows, cyclones, sequence of fronts, and etc.

A schematic map showing the progression of the event is useful and should be included where this information is available and it is relevant to the report.

The temporal sequence of cumulative rainfall at all available gauges should be graphed and compared by region or stream system, and the pattern of the storm described on the basis of continuity of rainfall, regional distribution, high intensity periods, etc.

Corroborating this data with media reports (*where available*) can assist in identifying the critical rainfall period, and rainfall intensities can be extracted from the graphs and used with AR&R and AUSIFD to characterise return intervals as a reference for the storm's rarity. Variation in rainfall ARI along the axis of a stream from upper to middle to the lower catchment is also useful in identifying the scope of the event in terms of local, upper catchment or widespread effects.

Where sufficient data is available, the temporal river level data should be graphed and compared within and between stream systems (*depending on the number of gauges and extent of the event*) to characterise the response of the various streams to the rainfall and to the evolution of the flood as it

progresses downstream. As time is a critical factor in the classification scheme, an analysis of the time of inundation to the timing of the volume of rain critical to the inundation of the region of interest together with river level hydrographs is an essential part of the report.

### 1.5 Interpretation for Regions Affected

Each region identified as being of interest should be presented with a map showing the relevant stream together with a description of the relevant nearest rainfall accumulation and the peak intensity ARI, the timing of the rainfall (*nearby and/or upper catchment*) relevant to the region, and details of relevant recorded peak levels.

An interpretation of the regions inundated and likely effects on properties relevant to the classification scheme should be developed based on available information.

## 3. Report template

### 2.1 Introduction or Foreword

- present a broad overview of the event, the temporal & spatial pattern of the rainfall, the communities or regions affected, and the general outcomes

### 2.2 Metrological Setting

- provide an overview of the key meteorological components that led to the storm

### 2.3 Sequence of Events

- describe the evolution of the meteorological components (*troughs, fronts, lows, etc*) that formed the storm including their features, path of travel, regions covered, dates & times, etc
- provide a map showing the sequence

### 2.4 Rainfall Analysis

- provide a description of the rainfall induced by the event referring to the meteorology
- identify the regions where the rain predominantly fell and identify possible orographic or other effects likely to modify the rainfall patterns
- summarise the accumulated rainfall and present the BoM's daily and weekly rainfall total maps to characterise the evolution of the event
- import the pluviograph data into Excel and produce comparative cumulative rainfall plots on a regional or river system basis as appropriate to the extent of the event
- describe the cumulative rainfall plots with reference to the continuity of rainfall, initial rain, rainfall breaks, and most importantly critical heavy rainfall periods (*if present*) that may have led to the ultimate peak flooding

- where feasible, extract the intensities of these critical rainfall periods and plot them on regional IFD curves (*AR&R* & *AUSIFD*) to characterize the ARI and rarity of the rainfall event

## 2.5 Runoff, Overland Flow & River Levels

- introduce each catchment descriptively, including catchment size, affected and comment on the relationship between the rarity of the rainfall and likely runoff for the region including comments on antecedent conditions
- introduce each region with its location, stream or tributary, upstream catchment area, position within the river system, etc and
- describe how each of the stream systems within their upper, middle and lower catchments are likely to respond giving some indication of the expected severity of flooding
- present plots of the river level hydrographs and where possible include a map of each river system showing the gauge locations
- comment on the shapes of the hydrographs, the progression of the flood through each stream system and relating the time back to the critical rainfall period, identify when the peak occurred and when overbank flows may likely have commenced for the different parts of the catchment
- Include anecdotal evidence if available to support findings. This could include region of observations and evidence of inundation.

## 2.6 Damage

- General discussion of damage, including fatalities, houses, crops, infrastructure, power, health concerns.
- Discussion on maximum inundation depth, velocity of water, quality of water, eg very muddy, sewage content.

## 2.7 Summary of Findings

- Summarise the meteorological and catchment characteristics that lead to inundation to the regions of interest with reference to the classification scheme.
- Identify whether the inundation at the region of interest was watercourse based.

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 27 January 2011 5:17 PM  
**To:** [REDACTED]  
**Subject:** Protocol  
**Attachments:** Protocol\_v7.doc

Hi [REDACTED]

Attached is hopefully the near-final version of the protocol. The idea is to try and track which rain (date and location) lead to the inundation at the property. If you could try and add this to both the Rockhampton and Theodore reports it would be appreciated.

Would you be able to give me an ETA of when this info could be inserted in the reports? I am constantly getting hassled by our claims teams.

Cheers

[REDACTED]

---

[REDACTED]  
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In all cases when interpreting the impacts for a region, the scope of the stream should relate to the catchment upstream of the area under consideration. Thus for a town situated in the upper catchment of a large river system, it is not the large river system that should form the basis of assessment but the upstream portion which may only be medium or small sized.

Whilst a procedure for classifying a storm's outcomes has been articulated, it cannot be absolutely prescriptive and will require some interpretation to accommodate the specific nature of individual storms and stream systems. For example, a medium stream at the upper end of the medium scale with a high intensity rainfall in the upper catchment would typically generate a category 3 outcome because of a rapid response by the stream, but with a lower intensity longer duration rainfall would generate a category 4 outcome characterised by a delayed response.

## 1.3 Data Collection

The methodology for preparing the report necessarily involves the collection and collation of meteorological, hydrological and anecdotal data related to the event. The datasets must include the following

- Rainfall summaries for the spatial and temporal extent of the event,



- Pluviograph data (*where available*) or daily total rainfalls for gauges managed by the Bureau of Meteorology (*BoM*) throughout the affected and upper catchment areas over the duration of the event,
- The sequence of synoptic charts (*BoM*) leading up to and over the event,
- The sequence of weather radar images (*BoM*) for the event,
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- Google Maps or equivalent images of the affected area and communities, including road maps, terrain maps and satellite images,
- Media and agency reports on the flooding from ABC and newspaper web sites, SES and state agency web sites.

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A schematic map showing the progression of the event is useful and should be included where this information is available and it is relevant to the report.

The temporal sequence of cumulative rainfall at all available gauges should be graphed and compared by region or stream system, and the pattern of the storm described on the basis of continuity of rainfall, regional distribution, high intensity periods, etc.

Corroborating this data with media reports (*where available*) can assist in identifying the critical rainfall period, and rainfall intensities can be extracted from the graphs and used with AR&R and AUSIFD to characterise return intervals as a reference for the storm's rarity. Variation in rainfall ARI along the axis of a stream from upper to middle to the lower catchment is also useful in identifying the scope of the event in terms of local, upper catchment or widespread effects.

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Each region identified as being of interest should be presented with a map showing the relevant stream together with a description of the relevant nearest rainfall accumulation and the peak intensity ARI, the timing of the rainfall (*nearby and/or upper catchment*) relevant to the region, and details of relevant recorded peak levels.

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## **3. Report template**

### **2.1 Introduction or Foreword**

- present a broad overview of the event, the temporal & spatial pattern of the rainfall, the communities or regions affected, and the general outcomes

### **2.2 Metrological Setting**

- provide an overview of the key meteorological components that led to the storm

### **2.3 Sequence of Events**

- describe the evolution of the meteorological components (*troughs, fronts, lows, etc*) that formed the storm including their features, path of travel, regions covered, dates & times, etc
- provide a map showing the sequence

### **2.4 Rainfall Analysis**

- provide a description of the rainfall induced by the event referring to the meteorology
- identify the regions where the rain predominantly fell and identify possible orographic or other effects likely to modify the rainfall patterns
- summarise the accumulated rainfall and present the BoM's daily and weekly rainfall total maps to characterise the evolution of the event
- import the pluviograph data into Excel and produce comparative cumulative rainfall plots on a regional or river system basis as appropriate to the extent of the event
- describe the cumulative rainfall plots with reference to the continuity of rainfall, initial rain, rainfall breaks, and most importantly critical heavy rainfall periods (*if present*) that may have led to the ultimate peak flooding

- where feasible, extract the intensities of these critical rainfall periods and plot them on regional IFD curves (*AR&R* & *AUSIFD*) to characterize the ARI and rarity of the rainfall event

## 2.5 Runoff, Overland Flow & River Levels

- introduce each catchment descriptively, including catchment size, affected and comment on the relationship between the rarity of the rainfall and likely runoff for the region including comments on antecedent conditions
- introduce each region with its location, stream or tributary, upstream catchment area, position within the river system, etc and
- describe how each of the stream systems within their upper, middle and lower catchments are likely to respond giving some indication of the expected severity of flooding
- present plots of the river level hydrographs and where possible include a map of each river system showing the gauge locations
- comment on the shapes of the hydrographs, the progression of the flood through each stream system and relating the time back to the critical rainfall period, identify when the peak occurred and when overbank flows may likely have commenced for the different parts of the catchment
- Include anecdotal evidence if available to support findings. This could include region of observations and evidence of inundation.

## 2.6 Damage

- General discussion of damage, including fatalities, houses, crops, infrastructure, power, health concerns.
- Discussion on maximum inundation depth, velocity of water, quality of water, eg very muddy, sewage content.

## 2.7 Summary of Findings

- Summarise the meteorological and catchment characteristics that lead to inundation to the regions of interest with reference to the classification scheme.
- Identify whether the inundation at the region of interest was watercourse based.

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 31 January 2011 9:54 AM  
**To:** [REDACTED]  
**Subject:** RE: Revised Hydrology Reports - Bundaberg

[REDACTED]

The reports look good and thank you for your weekend effort.

**Warwick/Dalby:**

Would you be able to talk with [REDACTED] today to get some clarification on how to determine a "4" from a "2" or "3". I think speaking with [REDACTED] might help with the intention of the classification scheme. Both Warwick and Dalby appear to be borderline cases and I want to make sure we are consistent with our approach.

[REDACTED] number is [REDACTED] and he is expecting your call. He may transfer you to [REDACTED] his off-sider.

**Hills St**

The property looks like it is within the Council's 50-year flood map for the Burnett but I suppose we just need some supporting evidence about the timing of the inundation at the property. Large areas would have been flooded so there must be others to confirm the timing?

Cheers

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Sunday, 30 January 2011 12:57 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Revised Hydrology Reports - Bundaberg

Mark,

Attached are the [REDACTED] Hinkler St, [REDACTED] George ST, [REDACTED] McMannie St, and Site [REDACTED] Perry St reports with the additional information as requested.

I will need to do further checking on the [REDACTED] Hills St property.

Regards



[REDACTED]  
Principal Surface Water Engineer

[REDACTED]  
W [www.rpsgroup.com.au](http://www.rpsgroup.com.au)

743 Ann Street, Fortitude Valley,  
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PO Box 1559, Fortitude Valley, QLD, 4006 [REDACTED]

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**From:** [REDACTED]  
**Sent:** Tuesday, 25 January 2011 11:37 AM  
**To:** [REDACTED]

**Cc:** [REDACTED]  
**Subject:** RE: Chinchilla/Dalby/Warwick/Condamine Plains

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Hi [REDACTED]

Attached is the final version of the classification scheme that is described with the Protocol of what we want future reports to cover in the assessment of inundation claims. Hopefully now the description of the classification scheme and how to use it is clearer. We want the classification scheme to be used to help in the description of how inundation occurred at the location as it sums up where the rain fell, upstream catchment characteristics that influences timing of inundation compared to catchment rainfall, whether the inundation was watercourse related etc. Therefore we want the classification scheme to be part of the meteorological event and subsequent flow of water description.

In the summary of findings or assesment we need a clear statement on whether the inundation is watercourse based or not, together with a brief summary of what happened as per above.

### All reports

1. Can you please amend all of your delivered and future reports to include the new table and description of categories and for future reports follow the proposed report format.
2. For the Bundaberg region I think the following is missing:
  - o [REDACTED] Hinkler: Runoff is mentioned in Section 3.2 to have contributed to the flooding. Can you make a comment on how much this is likely to be as a component of the overall flood level at the property. It looks like peak local rainfall finished by 3pm on 28th yet the Burnett River rose more than a metre after this date and peaked on the 30th - almost 2 days later. Could non watercourse based runoff really played much of a part to the water depth at the property?
  - o [REDACTED] George [REDACTED] McMannie, Site [REDACTED] Perry: All of these need the the new table and description of categories and supporting info such as upstream catchment size, timing of peak rainfall and peak flood height and a clear statement that it is watercourse based from the Burnett River.
  - o [REDACTED] Hills St: Can you please review this. It looks like peak local rainfall finished by 3pm on 28th yet the inundation started occurring at 11pm and rose 2.2m sometime near 8am the next day. Surely this must be the Burnett River flowing back up the local Creek/drains?? Please confirm - it looks more of a 4 as per the other reports above.

Please give me a call to discuss if needed.

Cheers

---

**From:** [REDACTED]  
**Sent:** Friday, 21 January 2011 10:03 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Chinchilla/Dalby/Warwick/Condamine Plains

The three towns for which you require overarching hydrology reports are affected by flooding from different rivers/creeks, but all are within the Condamine-Balonne River Basin. Chinchilla is affected by flooding from Charley's Creek, Dalby is affected by flooding from Myall Creek, and Oakey is affected by flooding from Oakey Creek. All of these creeks are tributaries of the Condamine River. Separate reports will be needed from these towns, as the flood situations differ.

As well as the overarching reports you have requested, I have been asked by IAG to inspect two more properties outside these towns, one at Tara (possible flooding from Undulla Creek) and one at Miles (possible flooding from Dogwood Creek).

To achieve this most effectively, I propose to visit these locations early next week, and to have the overarching reports available for you late next week, or early the following week. This will depend also on the time required to obtain flood warning river gauge and flood warning rainfall data from the Bureau of Meteorology.

I understand you may be able to provide some continuous rainfall data that you collect from the Bureau. Could you provide us with data for Oakey AWS, Warwick Hermitage AWS, Miles AWS, Dalby, Chinchilla and Tara if you have this information? If that is not convenient, we will request this data directly from the Bureau.

Our typical ballpark costs for the overarching hydrology reports will be about \$6,500 each.

I trust this provides you with the information you require. If you have any further queries, please contact me.

Regards



[Redacted]  
Principal Surface Water Engineer

[Redacted]  
www.rpsgroup.com.au

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QLD, Australia, 4006

PO Box 1559, Fortitude Valley, QLD, 4006 [Redacted]

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**From:** [Redacted]  
**Sent:** Thursday, 20 January 2011 4:12 PM  
**To:** [Redacted]  
**Subject:** RE: Chinchilla/Dalby/Warwick/Condamine Plains

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Hi Greg,

Can you please add Oakey if possible to the overarching report covering Chinchilla/Dalby - not sure whether they are on the same river system or not.

Cheers

**From:** [Redacted]  
**Sent:** Wednesday, 19 January 2011 4:56 PM  
**To:** [Redacted]  
**Subject:** Chinchilla/Dalby/Warwick/Condamine Plains

Hi [Redacted]

Attached is the draft updated and expanded description of the 1 - 5 classification. I should get the final version to you by Monday next week.

To sum up our conversation today:

Please use the updated flood description attached when making your assessment of which classification best suits the area of interest. We want to use these reports to cover for the other insurance products that we have under the IAG banner and we will need to improve the wording on classification 1 to better reflect inundation not related to a watercourse (e.g. overland flow) as some of our products do not cover escaping of water from a watercourse.

Perhaps you can make a comment on whether the inundation was based on overland flow versus watercourses in your report in the meantime as well as your best view of the classification number.

We would like an overarching report for all regions of interest which individual street address reports can draw from. We hope that there will be some regions where the entire area can be classified using a desktop study. Therefore we need the following:

**Warwick/Condamine Plains:**

- Update the existing individual reports to include the new classification descriptions
- Include the analysis of timing between peak rainfall (as described by sub-daily data) to peak river height and inundation
- Create an additional overarching report for the region. If possible try and complete the overarching report for river system as we may get further claims lodged in the days/weeks to come and ideally would like to limit gaps in the river system. The critical points for us are classifications higher than 1 or higher than 3 so that if we know that downstream beyond a certain town is higher than a 1 or 3 then that would suffice. Obviously the possibility of local heavy rain may mean that a 1 could have happened anywhere but hopefully the incident date of the claim will limit the grey area here.

**Chinchilla/Dalby**

- Please start on an overarching report ASAP as per the above specifications. Once you have a feel for the preliminary findings lets discuss and work out whether the site visit to the individual properties is required.

**Report Costs**

Would you be able to flick me an email describing your typical "ballpark" costs for these requests just so we don't get a surprise.

Please call me if you need clarity etc.

Cheers

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**From:** ██████████  
**Sent:** Wednesday, 19 January 2011 1:47 PM  
**To:** ██████████  
**Subject:** my contact details

████████████████████  
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[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 31 January 2011 4:22 PM  
**To:** [REDACTED]  
**Subject:** RE: Rockhampton Report

Hi [REDACTED]

Please visit this property to see if there was evidence of the watercourse based inundation at the actual property and whether there is any info on the timing of the inundation to either link it to the main river backflow or local creek. Please do not contact the customer at this stage.

Cheers

---

**From:** [REDACTED]  
**Sent:** Monday, 31 January 2011 12:31 PM  
**To:** [REDACTED]  
**Subject:** RE: Rockhampton Report

I am in Rocky over the next two days. I can inspect some properties if needed. However, I think that it will still come down to how you interpret your policy. We have had extensive discussions with [REDACTED] (CGU Melbourne) on these matters. You may want to discuss it with him.  
Cheers

[REDACTED]  
Director  
WRM Water & Environment Pty Ltd  
ACN 107 404 544; ABN 96 107 404 544

Level 5, Paddington Central  
107 Latrobe Tce, PO Box 809  
Paddington 4064  
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[REDACTED]  
Web: [www.wrmwater.com.au](http://www.wrmwater.com.au)

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**From:** [REDACTED]  
**Sent:** Monday, 31 January 2011 11:30 AM  
**To:** [REDACTED]  
**Subject:** RE: Rockhampton Report

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Yes interesting problem. I thought if there was evidence that the river/creek overflowed around the property or if the flood extent was some distance away it might help clarify the picture for us.

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 31 January 2011 12:23 PM  
**To:** [REDACTED]  
**Subject:** RE: Rockhampton Report

[REDACTED]

It looks from the maps that this property was not directly impacted by overflowing floodwater. However, depending upon the timing of the event, it is likely that Fitzroy River water levels would have entered the sewer system and prevented any sewer water from flowing. I am not sure how that would be interpreted in your policy. The proximate cause of the damage would appear to be river water preventing the sewer water from draining but it was likely to be sewer water that physically caused the damage.

I am sure there will be many locations on the fringe of the flooding that will be like this.

Cheers

[REDACTED]

Director  
WRM Water & Environment Pty Ltd  
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---

**From:** [REDACTED]  
**Sent:** Monday, 31 January 2011 10:39 AM  
**To:** [REDACTED]  
**Subject:** RE: Rockhampton Report

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Hi [REDACTED]

We have a property at [REDACTED] Victoria Pl Berserker which may or may not be related to flooding. They apparently had sewerage backing up inundating their property which they are blaming on runoff. The property is near a creek and I was wondering whether the main river could have backed up to cause this.

Could you have a quick look at this location?

Cheers

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 31 January 2011 10:24 AM

To: [REDACTED]  
Subject: RE: Rockhampton Report

Hi [REDACTED]  
Updated report is attached. I am going to Rocky tomorrow and will try and finalise the report by the end of the week. I will also add in the meteorological information from the V7 protocol.  
Cheers

[REDACTED]  
Director  
WRM Water & Environment Pty Ltd  
ACN 107 404 544; ABN 96 107 404 544

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107 Latrobe Tce, PO Box 809  
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From: [REDACTED]  
Sent: Friday, 28 January 2011 4:57 PM  
To: [REDACTED]  
Subject: RE: Rockhampton Report

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Hi [REDACTED]  
Would you be able to add that by Monday and shoot it back?

Cheers

---

From: [REDACTED]  
Sent: Friday, 28 January 2011 5:24 PM  
To: [REDACTED]  
Subject: RE: Rockhampton Report

Yes. I can do that. The flood maps have come from a fairly independent source so I would say the maps are as good as they are going to get.  
I am off to Rocky on Tuesday/Wednesday to finalise the report.

[REDACTED]  
Director  
WRM Water & Environment Pty Ltd  
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**From:** [REDACTED]  
**Sent:** Friday, 28 January 2011 3:25 PM  
**To:** [REDACTED]  
**Subject:** Rockhampton Report

Note: This e-mail is subject to the disclaimer contained at the bottom of this message.

Hi [REDACTED]

On page 1 you state "An inspection of the town following this event has not been undertaken. The advice contained in this report is general in nature and should not be regarded as providing an accurate description of flood behaviour at any particular property. "

Would you be prepared to put a statement in to say that using the council flood extent maps for 9m gauge depth (which is below the actual peak) is OK to identify properties inundated from the main river?

Cheers

[REDACTED]

---

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[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 31 January 2011 5:10 PM  
**To:** [REDACTED]  
**Subject:** FW: Protocol  
**Attachments:** Protocol\_v7.doc

Hi [REDACTED]

Are you able to include the 1-5 classification scheme to the Rocky report before you finalise it? I assume you will aim to finalise by the end of this week?

Also need it for Theodore but it is less urgent.

Cheers

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 27 January 2011 5:17 PM  
**To:** [REDACTED]  
**Subject:** Protocol

Hi [REDACTED]

Attached is hopefully the near-final version of the protocol. The idea is to try and track which rain (date and location) lead to the inundation at the property. If you could try and add this to both the Rockhampton and Theodore reports it would be appreciated.

Would you be able to give me an ETA of when this info could be inserted in the reports? I am constantly getting hassled by our claims teams.

Cheers

[REDACTED]

---

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## 2. Protocol

This report outlines how to create an assessment of a storm event resulting in some degree of inundation that affects properties of interest in one or more regions. The objective is to:

- Describe the meteorological event and subsequent flow of water that led to the inundation on a regional basis. Part of this description will utilise a classification scheme outlined below.
- From that description, identify whether the inundation was caused by a watercourse, overland flow, or a combination of the two.

This protocol describes the key areas that must be included in an overarching flood event report

### 1.1 Classification Scheme

This scheme describes aspects of the meteorological event and subsequent flow of water that led to inundation at the region of interest. It classifies inundation broadly by its origin e.g. a watercourse or overland flow and the timing of maximum inundation depth relative to critical rainfall of the meteorological event. Where Category 1 describes inundation occurring during or very soon after intense local rain and is not related to a watercourse and Categories 2 – 5 describe watercourse-based inundation where the timing of inundation varies according to where the rain fell and the nature and size of the upstream catchment.

Table 1: Storm Classification (to be used in concert with the accompanying descriptions)

Category	Storm	River System	Rain in a local area	Local overland inundation	Subsequent floodplain inundation (short timeframe)	Subsequent floodplain inundation (long timeframe)
1	Intense local rain	N/A	X	X		
2	Widespread heavy rain	Small (up to 10km length & 50km <sup>2</sup> area) to Medium	X	X	X	
3	Light local & heavy upper catchment rain	Medium (to 70 km length & 3000 km <sup>2</sup> area)	X		X	
4	Spatially & temporally variable rain	Medium to Large	X			X
5	Intense upper catchment rain	Large				X

**Category 1** is essentially heavy localised rainfall leading to overland flow, usually during or very soon after the rainfall. The location may be near a small stream but the stream is not the cause of inundation at the region of interest.

**Category 2** relates to small to medium streams at the location being considered (*up to 70km in length and 3000 km<sup>2</sup> in area*) under heavy regional rainfall where overland flow occurs initially, followed a short time (*up to several hours*) later by excessive flows inundating the floodplain of the stream.

**Category 3** relates to a medium sized stream at the location being considered where the rainfall is concentrated in the upper (*steeper*) catchment, there is no local overland flow but the stream exceeds its channel capacity and occupies the floodplain within a short timeframe of the critical rain (*typically 2 to 8 hours*).

**Category 4** relates to a medium to large river where the majority of rain occurs over the upper and possibly middle catchments. The long response time of the river system to Regions within the lower catchment results in flooding commencing some time after the critical rainfall (*typically more than 8 hours for medium streams and a day or more for large streams*).

**Category 5** is the classic 'sunny day' flood where rainfall in the upper catchment of a large river system generates flooding in the middle and downstream reaches several days to weeks later.

## 1.2 Interpretation of the classification scheme

The time between the critical rainfall and inundation of properties is a key element in the interpretation of the scheme.

Short streams with relatively small catchments will invariably have short timeframes of a few hours, and for bigger river systems a short timeframe would be say the order of half a day or the duration of the meteorological event.

In all cases when interpreting the impacts for a region, the scope of the stream should relate to the catchment upstream of the area under consideration. Thus for a town situated in the upper catchment of a large river system, it is not the large river system that should form the basis of assessment but the upstream portion which may only be medium or small sized.

Whilst a procedure for classifying a storm's outcomes has been articulated, it cannot be absolutely prescriptive and will require some interpretation to accommodate the specific nature of individual storms and stream systems. For example, a medium stream at the upper end of the medium scale with a high intensity rainfall in the upper catchment would typically generate a category 3 outcome because of a rapid response by the stream, but with a lower intensity longer duration rainfall would generate a category 4 outcome characterised by a delayed response.

## 1.3 Data Collection

The methodology for preparing the report necessarily involves the collection and collation of meteorological, hydrological and anecdotal data related to the event. The datasets must include the following

- Rainfall summaries for the spatial and temporal extent of the event,



- Pluviograph data (*where available*) or daily total rainfalls for gauges managed by the Bureau of Meteorology (*BoM*) throughout the affected and upper catchment areas over the duration of the event,
- The sequence of synoptic charts (*BoM*) leading up to and over the event,
- The sequence of weather radar images (*BoM*) for the event,
- *BoM* and relevant state agency river level records over the duration of the event at all available sites in the affected area,
- Google Maps or equivalent images of the affected area and communities, including road maps, terrain maps and satellite images,
- Media and agency reports on the flooding from ABC and newspaper web sites, SES and state agency web sites.

Much of this data is available throughout and for a short period after the event on the *BoM*'s web site. Other data should be ordered from the *BoM* and relevant state agencies after the event and after the data has been quality checked. Some of this data can take up to 2 to 3 weeks to become available.

#### 1.4 Data Processing

Analysis and presentation of the data is essential in substantiating the narrative of the event and the interpretation of flooding on the affected Regions as presented in the report.

The sequence of synoptic charts, radar images and accumulated rainfall charts should be used to describe the evolution of the meteorological event and the elements that led to the rainfall, such as troughs, low pressure cells, monsoonal troughs, east coast lows, cyclones, sequence of fronts, and etc.

A schematic map showing the progression of the event is useful and should be included where this information is available and it is relevant to the report.

The temporal sequence of cumulative rainfall at all available gauges should be graphed and compared by region or stream system, and the pattern of the storm described on the basis of continuity of rainfall, regional distribution, high intensity periods, etc.

Corroborating this data with media reports (*where available*) can assist in identifying the critical rainfall period, and rainfall intensities can be extracted from the graphs and used with AR&R and AUSIFD to characterise return intervals as a reference for the storm's rarity. Variation in rainfall ARI along the axis of a stream from upper to middle to the lower catchment is also useful in identifying the scope of the event in terms of local, upper catchment or widespread effects.

Where sufficient data is available, the temporal river level data should be graphed and compared within and between stream systems (*depending on the number of gauges and extent of the event*) to characterise the response of the various streams to the rainfall and to the evolution of the flood as it

progresses downstream. As time is a critical factor in the classification scheme, an analysis of the time of inundation to the timing of the volume of rain critical to the inundation of the region of interest together with river level hydrographs is an essential part of the report.

### 1.5 Interpretation for Regions Affected

Each region identified as being of interest should be presented with a map showing the relevant stream together with a description of the relevant nearest rainfall accumulation and the peak intensity ARI, the timing of the rainfall (*nearby and/or upper catchment*) relevant to the region, and details of relevant recorded peak levels.

An interpretation of the regions inundated and likely affects on properties relevant to the classification scheme should be developed based on available information.

## 3. Report template

### 2.1 Introduction or Foreword

- present a broad overview of the event, the temporal & spatial pattern of the rainfall, the communities or regions affected, and the general outcomes

### 2.2 Metrological Setting

- provide an overview of the key meteorological components that led to the storm

### 2.3 Sequence of Events

- describe the evolution of the meteorological components (*troughs, fronts, lows, etc*) that formed the storm including their features, path of travel, regions covered, dates & times, etc
- provide a map showing the sequence

### 2.4 Rainfall Analysis

- provide a description of the rainfall induced by the event referring to the meteorology
- identify the regions where the rain predominantly fell and identify possible orographic or other effects likely to modify the rainfall patterns
- summarise the accumulated rainfall and present the BoM's daily and weekly rainfall total maps to characterise the evolution of the event
- import the pluviograph data into Excel and produce comparative cumulative rainfall plots on a regional or river system basis as appropriate to the extent of the event
- describe the cumulative rainfall plots with reference to the continuity of rainfall, initial rain, rainfall breaks, and most importantly critical heavy rainfall periods (*if present*) that may have led to the ultimate peak flooding

- where feasible, extract the intensities of these critical rainfall periods and plot them on regional IFD curves (*AR&R* & *AUSIFD*) to characterize the ARI and rarity of the rainfall event

## 2.5 Runoff, Overland Flow & River Levels

- introduce each catchment descriptively, including catchment size, affected and comment on the relationship between the rarity of the rainfall and likely runoff for the region including comments on antecedent conditions
- introduce each region with its location, stream or tributary, upstream catchment area, position within the river system, etc and
- describe how each of the stream systems within their upper, middle and lower catchments are likely to respond giving some indication of the expected severity of flooding
- present plots of the river level hydrographs and where possible include a map of each river system showing the gauge locations
- comment on the shapes of the hydrographs, the progression of the flood through each stream system and relating the time back to the critical rainfall period, identify when the peak occurred and when overbank flows may likely have commenced for the different parts of the catchment
- Include anecdotal evidence if available to support findings. This could include region of observations and evidence of inundation.

## 2.6 Damage

- General discussion of damage, including fatalities, houses, crops, infrastructure, power, health concerns.
- Discussion on maximum inundation depth, velocity of water, quality of water, eg very muddy, sewage content.

## 2.7 Summary of Findings

- Summarise the meteorological and catchment characteristics that lead to inundation to the regions of interest with reference to the classification scheme.
- Identify whether the inundation at the region of interest was watercourse based.

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Tuesday, 1 February 2011 4:50 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Updated Hydrology Reports for Warwick Properties

Hi [REDACTED]

Sorry to be a pain. I just checked with [REDACTED] and we think to avoid confusion it is best to remove the following point "There was a lag of approximately 12 hours between the middle of the storm event and the peak of the flood event" from both reports.

Let me know if you are happy with this?

Cheers

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Tuesday, 1 February 2011 12:49 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Updated Hydrology Reports for Warwick Properties

[REDACTED]

Please find attached two further revised hydrology reports for the Warwick properties. I have spoken with [REDACTED] of Worley Parsons, and as a result of the discussion I have changed the proposed category from 4 to 3. I think it is a borderline case, but based on the lag time (6 -12 hours) and catchment area (1,360 km<sup>2</sup>) this event probably fits category 3 better than category 4.

Regards

**RPS**

[REDACTED]  
Principal Surface Water Engineer

[REDACTED]  
W [www.rpsgroup.com.au](http://www.rpsgroup.com.au)

743 Ann Street, Fortitude Valley,  
QLD, Australia, 4006

PO Box 1559, Fortitude Valley, QLD, 4006 [REDACTED]

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**From:** [REDACTED]  
**Sent:** Thursday, 27 January 2011 12:29 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Updated Hydrology Reports for Warwick Properties

[REDACTED]

Please find attached the two revised reports for the Warwick properties. These reports include the updated flood category table, as well as some additional rainfall and catchment details.

If you have any queries or need more information, please contact me.

Regards



[Redacted]  
Principal Surface Water Engineer

[Redacted]  
W [www.rpsgroup.com.au](http://www.rpsgroup.com.au)

743 Ann Street, Fortitude Valley,  
QLD, Australia, 4006

PO Box 1559, Fortitude Valley, QLD, 4006 [Redacted]

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[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 7 February 2011 7:46 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Urgent Items

**Importance:** High

Hi [REDACTED]

There are a number of high priority issues for us and I thought I'd better articulate them:

**Brisbane/Ipswich:**

We need to finalise this report ASAP in a way that can be attached to our communication with our customers where we are denying their inundation claim. We can't wait for the ICA mapping of the flood extents unless we receive this in the next few days. Our claims area would like this finalised by COB Wednesday - can this be done?

**Victoria**

**Carisbrook and Maryborough:**

Is the boundary meant to go through the centre of town or on the downstream side of the main built up area? Can I get this info by Tuesday morning? I am happy to call [REDACTED] directly if you give me his mobile.

**For the towns which are clear 4's and 5's**

We need to finalise the report or tailor it to suit these towns so that they can be attached to refused claims. We may need to combine the polygons with rainfall information so that the chances of runoff can be excluded on some dates as to arrive to a conclusion that inundation could have only come from the main watercourse classified as a 4 or 5.

The high priority main towns of concern are Charlton and Rochester and again COB Wednesday is when we need finalisation.

**Unmapped Areas**

There seems to be some suburbs that were supplied on the 25th that have not been included in the polygons. I'll resend these soon.

**Grey Areas**

We'll need to work out an approach for this in the next few days.

**Tasmania**

We have had a request from our CGU people [REDACTED] on when they are likely to see a finalised report or even an initial assessment for the addresses that they have supplied you.

**Storm Surge for Yasi**

As discussed today

---

[REDACTED]  
SENIOR MANAGER NATURAL PERILS  
REINSURANCE  
INSURANCE AUSTRALIA GROUP (IAG)

[REDACTED]

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[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Wednesday, 9 February 2011 8:59 AM  
**To:** [REDACTED]  
**Subject:** Hydrology report for Theodore Qld

Hi [REDACTED]

How are you? Just wondering if you have received the final WRM report for Theodore Qld? We only have the preliminary one dated 27/1/2011.

If so, can you send me a copy?

If not, do you have an ETA for the final report?

Thanks

[REDACTED]

---

Senior Research Analyst

Natural Perils, Reinsurance

INSURANCE AUSTRALIA GROUP (IAG)

[REDACTED]

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[Redacted]

---

**From:** [Redacted]  
**Sent:** Friday, 11 February 2011 4:49 PM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** RE: Electra, Sharon and Fairymead

Thanks [Redacted]

Cheers

[Redacted]

---

**From:** [Redacted]  
**Sent:** Friday, 11 February 2011 4:46 PM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** RE: Electra, Sharon and Fairymead

Hi [Redacted]

That will be OK. We will be able to do the overarching report for this area, and get it to you next week. It will have similar information to the Bundaberg report, but I will need to collect some more river height information a little further up the river from Bundaberg for this report.

Regards



[Redacted]  
Principal Surface Water Engineer

[Redacted]  
W [www.rpsgroup.com.au](http://www.rpsgroup.com.au)

743 Ann Street, Fortitude Valley,  
QLD, Australia, 4006

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**From:** [Redacted]  
**Sent:** Friday, 11 February 2011 9:19 AM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** Electra, Sharon and Fairymead

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Hi [Redacted]

Are you in a position to do a general overarching report to cover these towns e.g. downstream and upstream of Bundaberg to cover these towns and ones in between?

Cheers

[Redacted]



████████████████████  
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---

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 14 February 2011 12:47 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: T-2014 - Hydrologist engagement letter

Great, I will organise a signed copies to be sent to you

Cheers

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, 14 February 2011 12:24 PM  
**To:** [REDACTED]  
**Subject:** FW: T-2014 - Hydrologist engagement letter

Hi [REDACTED]

Please let me know if you need anything further.

Cheers,

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 14 February 2011 12:18 PM  
**To:** [REDACTED]  
**Subject:** FW: T-2014 - Hydrologist engagement letter

[REDACTED]

Looks like [REDACTED] has given the green light to [REDACTED] and [REDACTED]

Cheers

**From:** [REDACTED]  
**Sent:** Thursday, 10 February 2011 12:32 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** T-2014 - Hydrologist engagement letter

[REDACTED]

IAG's proposed changes are ok to accept, no need to contact [REDACTED]

Thanks

[REDACTED]

[REDACTED]

Legal Manager (ANZ - Southern Operations)

**WorleyParsons**

L12, 141 Walker St, North Sydney NSW 2060

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 10 February 2011 12:06 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Hydrologist engagement letter

[REDACTED]

IAG has requested that we organise for you to liaise directly (via phone) with [REDACTED] to resolve the outstanding issues with the IAG contract. Can you please contact her today? I believe [REDACTED] has forwarded the latest correspondence between you [REDACTED] and IAG.

Thanks

[REDACTED]

**From:** [REDACTED]  
**Sent:** Thursday, February 10, 2011 08:11 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
(Sydney)  
**Subject:** FW: Hydrologist engagement letter

[REDACTED]

As a matter of priority, can you please confirm that this contract you have been negotiating with IAG (originally initiated by [REDACTED]) is indeed "ready for signing". IAG want this finalised (as do we) as they are looking to add additional "Schedules of Work" under the agreement.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** 10 February 2011 10:00  
**To:** [REDACTED]  
**Subject:** FW: Hydrologist engagement letter  
**Importance:** High

---

**From:** [REDACTED]  
**Sent:** Thursday, 10 February 2011 9:52 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Hydrologist engagement letter

Note: This e-mail is subject to the disclaimer contained at the bottom of this message.

---

Hi [REDACTED]

Attached is the latest letter of engagement. [REDACTED] has been involved in the discussions to date and your legal team have seen this before. We are satisfied with the contract now but your legal

should review it one more time. The main change is to 1.8 (liability) this is in response to comments provided by your legal team. Please also note 1.8.5 limit of liability, a cap of 10 times the contact fee is proposed as this is similar to other contracts WP have with IAG business units. All other changes are highlighted in yellow.

I will appreciate your attention in facilitating the review of this agreement by your legal team. If your legal team have any questions please ring [REDACTED] or myself (contact below) directly so we can get this agreement signed asap.

I understand that this agreement needs to be finalised before WP will start storm surge mapping.

Cheers

[REDACTED]

---

[REDACTED]  
Senior Research Analyst

Natural Perils, Reinsurance

INSURANCE AUSTRALIA GROUP (IAG)

[REDACTED]

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[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Tuesday, 15 February 2011 12:31 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Maryborough and Gympie

Hi [REDACTED]

Please get in touch with [REDACTED] for the customer details for these regional reports. From our conversation you have stated that you'll be able to get these back to us with the 1-5 classification by the end of the week. As discussed please include a few bullet points with the 1-5 assessment as to how you arrived at that classification.

[REDACTED] details are as follows:

T [REDACTED]  
F [REDACTED]  
M [REDACTED]

For [REDACTED] benefit your details are as follows:

Director  
WRM Water & Environment Pty Ltd  
ACN 107 404 544; ABN 96 107 404 544

Level 5, Paddington Central  
107 Latrobe Tce, PO Box 809  
Paddington 4064  
Queensland Australia

[REDACTED]  
web: [www.wrmwater.com.au](http://www.wrmwater.com.au)

Cheers

---

[REDACTED]  
SENIOR MANAGER NATURAL PERILS  
REINSURANCE  
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[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 17 February 2011 4:04 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** SE QLD - additional info

Hi [REDACTED]

As discussed, the below email is from [REDACTED] from our CGU Business. I'll let him know that someone from your area will phone him tomorrow to better understand his requirements.

Cheers

---

**From:** [REDACTED]  
**Sent:** Monday, 14 February 2011 3:36 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Hydrology Questions

Hi [REDACTED]

Following on from our conversation the other day I have a few specific questions which we would like addressed by Worsley Parsons for the Ipswich/Brisbane area. I'm unsure if this level of detail will be providing in the final report but if not could you seek further advice please.

1. Confirmation of key times and places where the Brisbane river broke its banks, especially around the CBD (including West End, New farm and Milton)?
2. What areas were subject to flooding prior to the Brisbane river breaking its banks and what was its source?
3. Was there rainwater or other flooding in the Brisbane CBD prior to the river breaking its banks?
4. Are you able to be specific of the flooding pattern in Rocklea (ie. When and where it broke its banks and though which tributary/creek)?

Depending on the information contained in the final Ipswich/Brisbane report, we may need further hydrology for specific suburbs in which we have multiple claims. In some specific locations, customers are alleging the loss occurred as a result of either rain water run off or water from storm water drains. In these suburbs, we'd like to provide a list of risk addresses and request a suburb report to assist in determining coverage. Is this something Worsley Parsons can provide? Depending on the detail provided in the overarching report, these suburbs would include:

- St Lucia
- Goodna
- Fig tree pocket
- Fairfield
- North Booval
- Oxley
- Auchenflower
- Graceville

Also, thank you for the information relating to other QLD locations in which DI are requesting hydrology. We would also like to add the following area to this list however I'm not sure whether they will be captured in the Ipswich/Brisbane report.

- Strathpine (maybe included in the Brisbane report)
- Caboolture (maybe included in the Brisbane report)
- Fernvale (maybe included in the Ipswich report)

Regards



[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Tuesday, 1 March 2011 5:51 PM  
**To:** [REDACTED]  
**Subject:** FW: T-2014 - Hydrologist engagement letter

Hi [REDACTED]

There are no major changes to the last version your legal team reviewed.

I will organise signed copies to be sent to you.

Is this the best address for you?

WorleyParsons Services Pty Ltd

L14, 141 Walker St,

North Sydney NSW 2060

Cheers

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, 14 February 2011 12:24 PM  
**To:** [REDACTED]  
**Subject:** FW: T-2014 - Hydrologist engagement letter

Hi [REDACTED]

Please let me know if you need anything further.

Cheers,

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 14 February 2011 12:18 PM

To: [REDACTED]  
Subject: FW: T-2014 - Hydrologist engagement letter

[REDACTED]

Looks like [REDACTED] has given the green light to [REDACTED] and [REDACTED]

Cheers

[REDACTED]

From: [REDACTED]  
Sent: Thursday, 10 February 2011 12:32 PM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: T-2014 - Hydrologist engagement letter

[REDACTED]

IAG's proposed changes are ok to accept, no need to contact [REDACTED]

Thanks

[REDACTED]

Legal Manager (ANZ - Southern Operations)

**WorleyParsons**

L12, 141 Walker St, North Sydney NSW 2060

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 10 February 2011 12:06 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Hydrologist engagement letter

[REDACTED]

IAG has requested that we organise for you to liaise directly (via phone) with [REDACTED] to resolve the outstanding issues with the IAG contract. Can you please contact her today? I believe [REDACTED] has forwarded the latest correspondence between you, [REDACTED] and IAG.

Thanks

[REDACTED]

**From:** [REDACTED]  
**Sent:** Thursday, February 10, 2011 08:11 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
(Sydney)  
**Subject:** FW: Hydrologist engagement letter

[REDACTED]

As a matter of priority, can you please confirm that this contract you have been negotiating with IAG (originally initiated by [REDACTED] is indeed "ready for signing". IAG want this finalised (as do we) as they are looking to add additional "Schedules of Work" under the agreement.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** 10 February 2011 10:00  
**To:** [REDACTED]  
**Subject:** FW: Hydrologist engagement letter  
**Importance:** High

---

From: [REDACTED]  
Sent: Thursday, 10 February 2011 9:52 AM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: Hydrologist engagement letter

Note: This e-mail is subject to the disclaimer contained at the bottom of this message.

---

Hi [REDACTED]

Attached is the latest letter of engagement. [REDACTED] has been involved in the discussions to date and your legal team have seen this before. We are satisfied with the contract now but your legal should review it one more time. The main change is to 1.8 (liability) this is in response to comments provided by your legal team. Please also note 1.8.5 limit of liability, a cap of 10 times the contact fee is proposed as this is similar to other contracts WP have with IAG business units. All other changes are highlighted in yellow.

I will appreciate your attention in facilitating the review of this agreement by your legal team. If your legal team have any questions please ring [REDACTED] or myself (contact below) directly so we can get this agreement signed asap.

I understand that this agreement needs to be finalised before WP will start storm surge mapping.

Cheers

[REDACTED]  
Senior Research Analyst

Natural Perils, Reinsurance

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[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 3 March 2011 1:30 PM  
**To:** [REDACTED]  
**Subject:** RE: T-2014 - Hydrologist's engagement letter / Contract with IAG

Great, and i think you signing it will be fine.

Cheers

[REDACTED]

**From:** [REDACTED]  
**Sent:** Thursday, 3 March 2011 1:12 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: T-2014 - Hydrologist's engagement letter / Contract with IAG

Got it! Thanks.

Note, it make reference [REDACTED] That's OK, but I have inserted my name by hand alongside [REDACTED]'s. I suspect that this is OK.

Will send a signed copy back to you with a cover letter.

Cheers

[REDACTED]  
**Manager, Environment & Water Resources**

**Southern Operations**

**WorleyParsons**

**From:** [REDACTED]  
**Sent:** Thursday, 3 March 2011 12:59 PM  
**To:** [REDACTED]

Cc: [REDACTED]

Subject: RE: T-2014 - Hydrologist's engagement letter / Contract with IAG

Note: This e-mail is subject to the disclaimer contained at the bottom of this message.

Hi [REDACTED]

It was in yesterday's mail. It should be there.

Otherwise, i could get another copy to your office.

Cheers

From: [REDACTED]

Sent: Thursday, 3 March 2011 12:47 PM

To: [REDACTED]

Cc: [REDACTED]

Subject: RE: T-2014 - Hydrologist's engagement letter / Contract with IAG

Hi [REDACTED]

I now need to have the Contract ASAP. Have advised internal people that it is all sorted, but now need to be able to table it if required. Has it been sent in the mail?

If [REDACTED] advises that the Engagement Letter / Contract has been sent are you able to chase through the internal mail so that I can sign and get it back to IAG today.

Thanks

[REDACTED]  
**Manager, Environment & Water Resources**

**Southern Operations**

**WorleyParsons**

**From:** [REDACTED]  
**Sent:** Tuesday, 1 March 2011 6:12 PM  
**To:** [REDACTED]  
**Subject:** Re: T-2014 - Hydrologist engagement letter

OK. Please mark to my attention and forward to Level 12.

Can we please date according to when the commercial people agreed to things?

**From:** [REDACTED]  
**Sent:** Tuesday, March 01, 2011 02:51 PM  
**To:** [REDACTED]  
**Subject:** FW: T-2014 - Hydrologist engagement letter

Note: This e-mail is subject to the disclaimer contained at the bottom of this message.

-----  
  
Hi [REDACTED]

There are no major changes to the last version your legal team reviewed.

I will organise signed copies to be sent to you.

Is this the best address for you?

WorleyParsons Services Pty Ltd

L14, 141 Walker St,

North Sydney NSW 2060



Cheers

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, 14 February 2011 12:24 PM  
**To:** [REDACTED]  
**Subject:** FW: T-2014 - Hydrologist engagement letter

Hi [REDACTED]

Please let me know if you need anything further.

Cheers,

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Monday, 14 February 2011 12:18 PM  
**To:** [REDACTED]  
**Subject:** FW: T-2014 - Hydrologist engagement letter

[REDACTED]

Looks like [REDACTED] has given the green light to [REDACTED] and [REDACTED]

Cheers

[REDACTED]

**From:** [REDACTED]  
**Sent:** Thursday, 10 February 2011 12:32 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** T-2014 - Hydrologist engagement letter

[REDACTED]

IGAG's proposed changes are ok to accept, no need to contact [REDACTED]

Thanks

[REDACTED]

[REDACTED]

Legal Manager (ANZ - Southern Operations)

**WorleyParsons**

L12, 141 Walker St, North Sydney NSW 2060

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 10 February 2011 12:06 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Hydrologist engagement letter

[REDACTED]

IGAG has requested that we organise for you to liaise directly (via phone) with [REDACTED] to resolve the outstanding issues with the IGAG contract. Can you please contact her today? I believe [REDACTED] has forwarded the latest correspondence between you, [REDACTED] and IGAG.

Thanks

[REDACTED]

**From:** [REDACTED]  
**Sent:** Thursday, February 10, 2011 08:11 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
(Sydney)  
**Subject:** FW: Hydrologist engagement letter

[REDACTED]

As a matter of priority, can you please confirm that this contract you have been negotiating with IAG (originally initiated by [REDACTED] is indeed "ready for signing". IAG want this finalised (as do we) as they are looking to add additional "Schedules of Work" under the agreement.

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** 10 February 2011 10:00  
**To:** [REDACTED]  
**Subject:** FW: Hydrologist engagement letter  
**Importance:** High

---

**From:** [REDACTED]  
**Sent:** Thursday, 10 February 2011 9:52 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Hydrologist engagement letter

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---

Hi [REDACTED]

Attached is the latest letter of engagement. [REDACTED] has been involved in the discussions to date and your legal team have seen this before. We are satisfied with the contract now but your legal should review it one more time. The main change is to 1.8 (liability) this is in response to comments provided by your legal team. Please also note 1.8.5 limit of liability, a cap of 10 times the contact fee is proposed as this is similar to other contracts WP have with IAG business units. All other changes are highlighted in yellow.

I will appreciate your attention in facilitating the review of this agreement by your legal team. If your legal team have any questions please ring [REDACTED] or myself (contact below) directly so we can get this agreement signed asap.

I understand that this agreement needs to be finalised before WP will start storm surge mapping.

Cheers



---

Senior Research Analyst

Natural Perils, Reinsurance

INSURANCE AUSTRALIA GROUP (IAG)



www.iag.com.au <<http://www.iag.com.au/>>

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[REDACTED]

---

From: [REDACTED]  
Sent: Tuesday, 15 March 2011 6:16 PM  
To: [REDACTED]  
Subject: Hydrologist agreement  
Attachments: EAS

Hi [REDACTED]

As discussed, here is the letter of agreement we would like to sign. Can you also advise on the hourly rates for RPS hydrologist?

If you have any questions please contact myself or [REDACTED]

Cheers

[REDACTED]

---

Senior Research Analyst

Natural Perils, Reinsurance

INSURANCE AUSTRALIA GROUP (IAG)

[REDACTED]

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Attachments:

Standard Hydrologist Engagement letter 2011 RPS.doc (136370 Bytes)



[REDACTED]

---

From: [REDACTED]  
Sent: Tuesday, 15 March 2011 4:45 PM  
To: [REDACTED]  
Subject: Hydrologist agreement  
Attachments: EAS

Hi [REDACTED]

As discussed, here is the letter of agreement we would like to sign. Can you also advise on the hourly rate for your hydrologist?

If you have any questions please contact myself or [REDACTED]

Cheers

[REDACTED]

---

[REDACTED]  
Senior Research Analyst

Natural Perils, Reinsurance.

INSURANCE AUSTRALIA GROUP (IAG)

[REDACTED]

[www.iag.com.au](http://www.iag.com.au) <<http://www.iag.com.au/>>

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Attachments:

Standard Hydrologist Engagement letter 2011 WRM.doc (136370 Bytes)

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 10 February 2011 9:52 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Hydrologist engagement letter  
**Attachments:** EAS

Hi [REDACTED]

Attached is the latest letter of engagement. [REDACTED] has been involved in the discussions to date and your legal team have seen this before. We are satisfied with the contract now but your legal should review it one more time. The main change is to 1.8 (liability) this is in response to comments provided by your legal team. Please also note 1.8.5 limit of liability, a cap of 10 times the contact fee is proposed as this is similar to other contracts WP have with IAG business units. All other changes are highlighted in yellow.

I will appreciate your attention in facilitating the review of this agreement by your legal team. If your legal team have any questions please ring [REDACTED] or myself (contact below) directly so we can get this agreement signed asap.

I understand that this agreement needs to be finalised before WP will start storm surge mapping.

Cheers

[REDACTED]

---

Senior Research Analyst

Natural Perils, Reinsurance

INSURANCE AUSTRALIA GROUP (IAG)

[REDACTED]

[www.iag.com.au](http://www.iag.com.au) <<http://www.iag.com.au>>

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Attachments:

Standard Hydrologist Engagement letter 2011 v 9.DOC (169650 Bytes)

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 3 February 2011 1:14 PM  
**To:** [REDACTED]  
**Subject:** Hydrologist letter of agreement  
**Attachments:** EAS

Hi [REDACTED]

How are you? The comments from you legal team have been reviewed and most of them are acceptable. Only the point about Liability requires more attention. Our legal team will not be able to provide this until late next week.

Can you provide the attached agreement to you legal team so they can review and comment on the latest version? Noting the following changes

Deleted

1.8 Moral rights: not relevant anymore

1.9 Non identification of author: not relevant anymore

Changes:

1.7 (b): Project IP is owned by consultants

Added

1.7 (c): conditions of license of IP to IAG

1.9 Insurance: standard IAG requirement

Cheers

[REDACTED]

**From:** [REDACTED]  
**Sent:** Wednesday, 2 February 2011 2:40 PM  
**To:** [REDACTED]  
**Subject:** FW: Hydrologist instructions for Carisbrook & Charlton

---

**From:** [REDACTED]  
**Sent:** Wednesday, 2 February 2011 2:05 PM  
**To:** [REDACTED]  
**Subject:** RE: Hydrologist instructions for Carisbrook & Charlton

[REDACTED]

We have spoken with [REDACTED] and agreed on an approach to handle Chalton & Carisbrook. I think the only way to undertake mapping in some form at this sub-regional level without the benefit of DEMs is by forensically identifying likely extents at key locations and locating them with a GPS.

I understand you are in 'Yasi' mode and our legal section has come back with revisions to the agreement, attached.

regards

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Wednesday, 2 February 2011 9:36 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FW: Hydrologist instructions for Carisbrook & Charlton  
**Importance:** High

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Hi [REDACTED]

Just tried to ring you.

Can you please ask your appointed Victorian hydrologist to give [REDACTED] a call to discuss the approach and ETA's. He is available around 10:30am. Contact details below.

Carisbrook is definitely a place where CGU will require some form of mapping of the watercourse inundation extents.

Cheers

[Redacted]

---

**From:** [Redacted]  
**Sent:** Tuesday, 1 February 2011 12:24 PM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** FW: Hydrologist instructions for Carisbrook & Charlton

Hi [Redacted]

As per the email that I sent regarding Tasmania, here is a list of addresses for our CGU business for Victoria that will require an on-site inspection. I will forward the RACV addresses once we have received the GIS boundaries and the 1-5 classification.

As per our conversation yesterday it would be best if your appointed Victorian hydrologist liases directly with [Redacted] as they will have specific needs so that they can make the appropriate decisions.

[Redacted] contact details are:

---

[Redacted]  
Team Manager, Commercial Property Claims - VIC  
CGU Insurance

[Redacted]

Can you please send the contact details of the person you intend sending for the on-site visit to all of us and when they will be on the ground?

Cheers



---

Senior Manager Natural Perils  
REINSURANCE  
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Attachments:

Standard Hydrologist Engagement letter 2011\_v8\_WP.doc (133298 Bytes)

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, 28 April 2011 1:25 PM  
**To:** [REDACTED]  
**Subject:** RE: Hydrologist agreement  
**Attachments:** EAS

Hi [REDACTED]

Apologies on the slow response.

Here is the latest contract.

PI issue: note a change to clause 1.9 regard PI insurance.

Timeframes issue: we can't delete this clause as it leaves the timeframes to vague. This clause includes the ability to amend deadlines, can we just accept this clause and amend deadlines as required by email? We could also consider increasing the timeframes by 50%?

Please advise me of your hourly rates for a Hydrologist and a Senior Hydrologist.

Cheers

[REDACTED]

**From:** [REDACTED]  
**Sent:** Friday, 8 April 2011 12:23 PM  
**To:** [REDACTED]  
**Subject:** RE: Hydrologist agreement

Hi [REDACTED]

That is correct

Cheers

[REDACTED]  
Director  
WRM Water & Environment Pty Ltd

ACN 107 404 544; ABN 96 107 404 544

Level 5, Paddington Central  
107 Latrobe Tce, PO Box 809  
Paddington 4064  
Queensland Australia

Web: [www.wrmwater.com.au](http://www.wrmwater.com.au)

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**From:** [REDACTED]  
**Sent:** Friday, 8 April 2011 12:23 PM  
**To:** [REDACTED]  
**Subject:** RE: Hydrologist agreement

Note: This e-mail is subject to the disclaimer contained at the bottom of this message.

Hi [REDACTED],

Thanks for your comments, I just want to confirm that you are referring to your profession indemnity insurance, when you state you "have \$5M PI insurance". This is to make sure legal review the correct section.

Cheers

**From:** [REDACTED]  
**Sent:** Friday, 1 April 2011 10:41 AM  
**To:** [REDACTED]  
**Subject:** RE: Hydrologist agreement

Hi [REDACTED]

Sorry it has taken so long to respond. I have reviewed the LOA. There are a couple of issues that need to be discussed.

First, we only have \$5M PI insurance. Given the type of work, we expect this to be adequate.

Second, we would like Section 3.7 regarding the timeframes removed as we simply cannot comply with it most of the time. Whilst we endeavour to meet these timeframes, they are rarely met in reality. We are a small company that does insurance work only when required. We do not have a massive resource to draw on when an emergency occurs.

Cheers

[REDACTED]  
Director  
WRM Water & Environment Pty Ltd  
ACN 107 404 544; ABN 96 107 404 544

Level 5, Paddington Central  
107 Latrobe Tce, PO Box 809  
Paddington 4064  
Queensland Australia

[REDACTED]  
Web: [www.wrmwater.com.au](http://www.wrmwater.com.au)

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**From:** [REDACTED]  
**Sent:** Tuesday, 15 March 2011 3:45 PM  
**To:** [REDACTED]  
**Subject:** Hydrologist agreement

Note: This e-mail is subject to the disclaimer contained at the bottom of this message.

Hi [REDACTED]

As discussed, here is the letter of agreement we would like to sign. Can you also advise on the hourly rate for your hydrologist?

If you have any questions please contact myself or [REDACTED]

Cheers  
[REDACTED]

---

[REDACTED]  
Senior Research Analyst

Natural Perils, Reinsurance

INSURANCE AUSTRALIA GROUP (IAG)

[REDACTED]  
www.iag.com.au <<http://www.iag.com.au/>>

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**Attachments:**

Standard Hydrologist Engagement letter 2011 WRM Final.DOC (136882 Bytes)

**Telephone scripting**

Good morning/ afternoon its XXXX from NRMA Insurance. I am calling you about your claim/s for property damage as a result of water damage.

As you may be aware your policy covers you for loss or damage to your home caused by storm; however it does not cover loss or damage caused by flood

In processing claim(s) we always give our customers the benefit of an extensive review. In your case this has included a physical assessment of your property, aerial photos taken during the flood, utilising a QLD Government website mapping areas that were impacted by flooding, along with an external hydrology report specific to your property.

From the information collated we have concluded the cause of damage to your property was flood.

As such we regret that we are unable to cover your claim.

We will be sending you a letter to confirm this shortly - we realise you may be unhappy with this decision and the letter will outline the next steps available to you if you disagree with it.

Do you have any questions about this?

Thank you for your time.

10 May 2011

[REDACTED]  
[REDACTED] Woodfield Road  
PULLENVALE, QLD 4069

Dear Mr [REDACTED]

**Our Reference:** [REDACTED]  
**Site Address:** [REDACTED] Gillian Street, NORMAN PARK, QLD 4170

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.



Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 11<sup>th</sup> September 2001. We have fully investigated this and confirm that unfortunately NRMA did not have call recording facilities at the time.

Nevertheless, the details of your policy coverage, including any exclusions, are set out in the PDS, we note the policy coverage has not changed since you incepted the policy and, unfortunately, does not include cover for flood.

With regard to your reference to the *"Weekend Australian newspaper March 26 (page 5) headed "Operator of dam invented rain data" and whether our "hydrologists (have) taken into account this evidence of human error?"* We confirm that this has been considered as part of our review of this matter.

In this regard, we note that the onus is on you, as the insured, to establish that an insurable event has occurred. In this case, in spite of whether or not there was "human error" that may have contributed to the loss, we confirm that "human error" is not an insurable event.

Therefore, as the experts have confirmed that the proximate cause of the damage to your property was not by "storm" or any other insurable event, in fact, the damage was as a result of "flood" which is excluded from cover, NRMA is entitled to deny indemnity.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
Please note that this matter must be pursued within 2 years from the date of this letter.
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

8

25 February 2011

[REDACTED]  
Ward Place  
EMERALD QLD 4720

Dear Mr & Mrs [REDACTED]

Our Reference: [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

As discussed, we arranged for RPS to make further enquiries on our behalf and their report is attached for your perusal. RPS reported in part:

- *"There was widespread rainfall over the whole of the Nogoa River catchment above Emerald including heavy rainfall in Emerald prior to the peak water levels. There was a lag of approximately 3 days between the middle of the storm rainfall in the catchment area, and the peak of the flood event at Emerald.*
- *Major flooding was experienced in the Nogoa River at Emerald with the peak water level being the highest on record. Floodwaters from the Nogoa River flowed overland, along stormwater drains, and through much of the town area, affecting numerous properties (see Figure 3).*
- *At the time of the peak of the flood event in Emerald, there was no rainfall occurring locally (based on records of the Emerald Airport rainfall station).*
- *The water damage and high water levels at this property were a function of the flood levels in the Nogoa River near Emerald and the passage of floodwaters from the Nogoa River through the town."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from RPS, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Acting Resolution Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290



10 March 2011

Miss

[REDACTED]  
NORTH BOOVAL QLD 4304

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227684  
trading as NRMA Insurance

Level 10  
388 George St  
Sydney NSW 2000 Australia  
Telephone 1800 045 517  
Facsimile 1800 649 290  
nrma.com.au

Dear Miss [REDACTED]

Claim Reference: [REDACTED]  
Our reference: [REDACTED]

I refer to your request for NRMA Insurance to consider and accept a claim against insurance policy [REDACTED]

This policy was not current when the incident occurred at the premium was not received. Acceptance of a claim for consideration would depend upon NRMA Insurance allowing payment of premium outstanding on the policy.

After considering your request, NRMA Insurance is not prepared to permit the policy to be paid late and your request for acceptance and consideration of a claim against the unpaid policy is consequently declined.

Under the terms and conditions of your insurance policy a claim will not be considered if your 1<sup>st</sup> monthly instalment remained unpaid after the due date. This policy is now cancelled.

Further, and in any event, even if your policy had been current at the date of the incident the claim would have, unfortunately, been declined. This is because your loss or damage was caused by flood and the policy would not have covered loss or damage caused by flood. In this regard we refer you to pages 15 and 35 of the Home Product Disclosure Statement and Policy Booklet.

If you wish to pursue the matter further, the appropriate courses of action are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3, Melbourne VIC 3001  
Tel: 1300 78 08 08  
Website: [www.fos.org.au](http://www.fos.org.au)

This must be within two years from the date of this letter.

- Referral to your Solicitor to seek legal advice.

Thank you for the opportunity to review this matter. We appreciate your pursuit of the matter through our Internal Dispute Resolution process.

Yours sincerely



Customer Relations

29 March 2011

Mr & Mrs [REDACTED]  
Po Box [REDACTED]  
EMERALD QLD 4720

Dear Mr and Mrs [REDACTED]

Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] as well as seeking the expert opinion of two independent Hydrologists, RPS Australia East Pty Ltd (RPS) and WRM Water and Environment Pty Ltd (WRM).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your POS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for two individual Hydrologists, WRM and RPS, to make further enquiries on our behalf and their reports are attached for your perusal. In particular, WRM reported in part:

- *"Figure 4 shows the recorded water levels and rainfalls at Emerald over the seven days from 0900 hours on the 25<sup>th</sup> December. The occupant's version of events is consistent with the recorded Nogoa River water levels.*
- *Nogoa River water began inundating much of the town between the 29<sup>th</sup> December and 31<sup>st</sup> December 2010.*

- *It is likely that the water in the street (Judith Grove) as observed by the insured was Nogoa River floodwater that had backflowed through the stormwater pipes. It could not have been stormwater, given that it had not rained for over 2 days prior to the observed inundation.*
- *Under the IAG storm classification scheme, flooding from the Nogoa River at Emerald would be classified as a Category 5 'sunny day' flood where rainfall in the upper catchment generates the floodwater. The flood classification system is shown in Table 1. There was very little rainfall in the local area to generate local overland inundation.*

*Conclusions:*

- *Inundation of house, shed and pool above floor level by Nogoa River floodwaters."*

In your case, all of the experts confirm that the damage sustained was as a direct result of flooding from the Nogoa River.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Emerald, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the RPS report dated 20<sup>th</sup> January 2011, which sets out the cause of the flooding in the Emerald area. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.



Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

8 March 2011

Mrs [redacted] & M [redacted]  
[redacted] Long St  
EMERALD QLD 4720

Dear Mr & Mrs [redacted]

**Our Reference:** [redacted]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [redacted] and Hydrologists, RPS Australia East Pty Ltd (RPS).

As discussed, we arranged for RPS to make further enquiries on our behalf and their report is attached for your perusal. RPS reported in part:

- *"There was widespread rainfall over the whole of the Nogoa River catchment above Emerald including heavy rainfall in Emerald prior to the peak water levels. There was a lag of approximately 3 days between the middle of the storm rainfall in the catchment area, and the peak of the flood event at Emerald.*
- *At the time of the peak of the flood event in Emerald, there was no rainfall occurring locally (based on records of the Emerald Airport rainfall station).*
- *The water started entering this property late on 29<sup>th</sup> December 2010 or early on the 30<sup>th</sup> December. This was more than 1 ½ days after local rainfall at Emerald had ceased. In that time local stormwater runoff would have receded.*
- *The water damage and high water levels at this property were a function of the flood levels in the Nogoa River near Emerald and the passage of floodwaters from the Nogoa River through the town."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from RPS, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 13 October 2008. We have fully investigated this and confirm you were advised that you were not covered for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service.  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

8 March 2011

Donohue Investment Group Pty Ltd  
Attn: Mr [REDACTED]  
[REDACTED] Tupia St  
BOTANY NSW 2019

Dear Mr [REDACTED]

**Our Reference:** [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

Attached is a copy of the RPS report for your perusal which reports in part:

- *There was widespread rainfall over the whole of the Nogoa River catchment above Emerald including heavy rainfall in Emerald prior to the peak water levels. There was a lag of approximately 3 days between the middle of the storm rainfall in the catchment area, and the peak of the flood event at Emerald.*
- *Major flooding was experienced in the Nogoa River at Emerald with the peak water level being highest on record. Floodwaters from the Nogoa River flowed overland, along stormwater drains, and through much of the town area, affecting numerous properties.*
- *At the time of the peak of the flood event in Emerald, there was no rainfall occurring locally (based on records of the Emerald Airport rainfall station).*
- *The Nogoa River at Emerald large river system. It has a catchment area at Emerald of 16.720km<sup>2</sup> and a stream length (upstream of Emerald) of about 300 km.*
- *The water damage and high water levels at this property were a function of the flood levels in the Nogoa River near Emerald and the passage of floodwaters from the Nogoa River through the town.*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from RPS, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 642 290

22 March 2011

Mrs [REDACTED]  
[REDACTED] Moons Ave  
LUGARNO NSW 2210

Dear Mrs [REDACTED]

**Our Reference:** [REDACTED]

**Site Address:** [REDACTED] Riverview Street, Emerald

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

As discussed, we arranged for RPS to make further enquiries on our behalf and their report is attached for your perusal. RPS reported in part:

- *"There was widespread rainfall over the whole of the Nogoia River catchment above Emerald including heavy rainfall in Emerald prior to the peak water levels. There was a lag of approximately 3 days between the middle of the storm rainfall in the catchment area, and the peak of the flood event at Emerald.*
- *At the time of the peak of the flood event in Emerald, there was no rainfall occurring locally (based on records of the Emerald Airport rainfall station).*
- *Water would have started entering this property late on 29<sup>th</sup> December 2010 or early on the 30<sup>th</sup> December. This was more than 1 ½ days after local rainfall at Emerald had ceased. In that time local stormwater runoff would have receded.*
- *The water damage and high water levels at this property were a function of the flood levels in the Nogoia River near Emerald and the passage of floodwaters from the Nogoia River through the town."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from RPS, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in pages 18 and 27 of the NRMA Landlord Insurance Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

We have also considered your concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS which was sent to you when your policy commenced on 17th March 2010. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

Per [REDACTED]  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

2 March 2011

Mr [REDACTED]  
[REDACTED] Kidd St  
EMERALD QLD 4720

Dear Mr [REDACTED]

**Our Reference:** [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

Attached is a copy of the RPS report for your perusal which reports in part:

- *There was widespread variable rainfall over the whole of the Nogoa River catchment prior to and during the period 26th to 28th December 2010, including some intense falls in the upper part of the catchment on 27th December 2010.*
- *The catchment rainfall caused major flooding in the Nogoa River at Emerald, with the peak water level occurring during the 31st December 2010.*
- *During the period of overbank flooding from the Nogoa River (30th December to 1st January), little or no rainfall occurred in Emerald itself.*
- *Water damage to homes and properties in Emerald occurred as a result of the floodwaters escaping from the river and flowing through the town.*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from RPS, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and



policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 23 July 2010. We have fully investigated this and confirm you were advised that you were not covered for flood. This caused you to question the reasons why indicating you understood this.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Customer Contact Manager  
Customer Relations

11 March 2011

Mr [REDACTED] & Mrs [REDACTED]  
[REDACTED] Atlas Way  
KELLYVILLE NSW 2155

Dear Mr and Mrs [REDACTED]

**Our Reference:** [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

As discussed, we arranged for RPS to make further enquiries on our behalf and their report is attached for your perusal. RPS reported in part:

- *"There was widespread rainfall over the whole of the Nogoia River catchment above Emerald including heavy rainfall in Emerald prior to the peak water levels. There was a lag of approximately 3 days between the middle of the storm rainfall in the catchment area, and the peak of the flood event at Emerald.*
- *At the time of the peak of the flood event in Emerald, there was no rainfall occurring locally (based on records of the Emerald Airport rainfall station).*
- *The water started entering this property late on 29<sup>th</sup> December 2010 or early on the 30<sup>th</sup> December. This was more than 1 ½ days after local rainfall at Emerald had ceased. In that time local stormwater runoff would have receded.*
- *The water damage and high water levels at this property were a function of the flood levels in the Nogoia River near Emerald and the passage of floodwaters from the Nogoia River through the town."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from RPS, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 27 of the NRMA Landlord Insurance Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

18<sup>th</sup> March 2011

Ms [REDACTED] & Mr [REDACTED]  
[REDACTED] Brigalow Court  
MURRUMBA DOWNS QLD 4503

Dear [REDACTED]

**Our Reference:** [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for RPS to make further enquiries on our behalf and their report is attached for your perusal. RPS reported in part:

- *"There was widespread rainfall over the whole of the Charleys Creek catchment including heavy rainfall in Chinchilla prior to the peak water level for both flood events. For the two events, there was a time period of 15 to 21 hours between the cessation of local rainfall and the peaks of the flood events.*
- *Major flooding was experienced in Charleys Creek during both of the events. The December flood event peaked at 7.225 metres on the gauge, and the January 2011 flood event peaked at 7.5 metres on the gauge. The peak levels reached are understood to be the highest levels reached in Charleys Creek since*

*the 1942 flood which peaked at 7.95 metres. The relative depths of over-floor flooding at the house for the two events correspond with the relative peak gauge heights at the flood warning gauge.*

- *At the time of the peak of the flood event in Chinchilla, there was no rainfall occurring (based on available rainfall records for Chinchilla and nearby stations). Local flood runoff would have receded prior to the time of the peak gauge height in Charleys Creek.*
- *Water damage to the interior of the house has occurred as a result of flows breaking out the main channel of the creek and spreading across the adjacent low-lying areas."*

*The report states "the property damage to the interior of this house has been caused by floodwaters coming from Charleys Creek. Some local stormwater runoff appears to have entered the property prior to the floodwaters from Charleys Creek. Local stormwater runoff did not enter the interior of the house prior to the floodwaters from Charleys Creek."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

1<sup>st</sup> April 2011

[REDACTED]  
[REDACTED]  
Helena St  
CHINCHILLA QLD 4413

Dear [REDACTED]

**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for RPS to make further enquiries on our behalf and their report is attached for your perusal. RPS reported in part that, "*the water damage to the interior of this house has been caused by the floodwaters coming from Charleys Creek. Some local stormwater runoff may entered the property, the shed and the garage, possibly causing damage to items in these buildings prior to the floodwaters in Charleys Creek. Local stormwater runoff did not enter the interior of the house prior to the floodwaters from Charleys Creek. The volume of the runoff from the catchment upstream of Chinchilla (around 3,460 km<sup>2</sup>) is very large in relation to the volume of local runoff from area around the property. Whether or not local runoff had occurred prior to the flooding from Charleys Creek would have made very little difference to the peak flood levels at this location.*"

In your case as the expert advice confirms some local stormwater runoff may have entered the shed and the garage prior to the floodwaters in Charleys Creek. Therefore, NRMA Insurance is prepared to settle you for the damages to your shed and garage. This matter has been referred to the NRMA Insurance Home Claims Department to proceed with settlement with this part of your claim.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Chinchilla, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim for the damages to the rest of your property.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



8 March 2011

[REDACTED]  
Brief St  
EMERALD QLD 4720

Dear [REDACTED]

**Our Reference:** [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

As discussed, we arranged for RPS to make further enquiries on our behalf and their report is attached for your perusal. RPS reported in part:

- *“There was widespread rainfall over the whole of the Nogoa River catchment above Emerald including heavy rainfall in Emerald prior to the peak water levels. There was a lag of approximately 3 days between the middle of the storm rainfall in the catchment area, and the peak of the flood event at Emerald.*
- *At the time of the peak of the flood event in Emerald, there was no rainfall occurring locally (based on records of the Emerald Airport rainfall station).*
- *The water started entering this property late on 30<sup>th</sup> December (the tenant stated that water entered on 1/1/2011 however it is most likely that water entered in the 30<sup>th</sup> December, based on river height records and accounts from others by flood). This was more than 1 ½ days after local rainfall at Emerald had ceased. In that time local stormwater runoff would have receded.*
- *The water damage and high water levels at this property were a function of the flood levels in the Nogoa River near Emerald and the passage of floodwaters from the Nogoa River through the town.*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result,

the information available, in particular the report from RPS, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

19 April 2011

Legal Aid Queensland  
Attn: [REDACTED]  
GPO Box 2449  
BRISBANE QLD 4001

Dear Mr Holmes,

**Our Reference:** [REDACTED]  
**Your Reference** : [REDACTED]  
**Our Insured:** [REDACTED]  
**Site Address:** [REDACTED] Burke St Barellan Point QLD 4306

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your clients' case, the expert advice confirms that damage to your client's home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that your clients were not informed that flood was an exclusion under the NRMA Landlord Insurance policy. We can confirm that a copy of the NRMA Landlord Insurance QLD PDS was sent to your clients with their new business Certificate of Insurance on 13<sup>th</sup> October 2008. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised [REDACTED] of the relevant policy conditions in writing.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

[REDACTED]  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

20 April 2011

[REDACTED]  
Chatfield Cl  
OXLEY QLD 4075

Dear [REDACTED]

**Our Reference:** [REDACTED]

**Site Address:** [REDACTED]

BRISBANE TCE GOODNA QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley

Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

24 March 2011

[REDACTED]  
Winstanley St  
CARINDALE QLD 4152

Dear [REDACTED]

**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Old Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Resolutions  
Ph: 1800 045 517  
Fax: 1800 649 290



24

11 April 2011

[REDACTED]  
[REDACTED] Land St  
TOOWONG QLD 4066

Dear [REDACTED]

Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the Worley Parsons report for your perusal which reports in part:

- "In our opinion, the inundation of the property at uni [REDACTED] Land St, Toowong was caused by flows exceeding the natural confines of the Brisbane River and overwhelming the local stormwater drainage system.
- Given the size of the catchment and the interval between the end of rainfall and the onset of inundation at the property, inundation at uni [REDACTED] Land St, Toowong would be classified as a Category '4' event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

20 April 2011

[REDACTED]  
Cullen PL  
MINTO NSW 2566

Dear Mr Lindsay,

Our Reference: [REDACTED]  
Site Address: [REDACTED] Selwyn St, NORTH BOOVAL QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Landlord Insurance Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 10 to 25 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods -- Hydrology reports'.


We have considered your suggestion that you were issued with incorrect PDS. We can confirm that a copy of the NRMA Landlord Insurance QLD PDS was sent with your new business Certificate of Insurance on 24<sup>th</sup> July 2009. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised you of the relevant policy conditions in writing

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

27 April 2011

[REDACTED]  
Po Box [REDACTED]  
GOODNA QLD 4300

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Home Insurance product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and, while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). The WorleyParsons' report concludes:

*In our opinion, the inundation of the property at 8 Enid Street Goodna was caused by flood water escaping from the normal confines of the Brisbane River and backing up into Woogaroo Creek and its tributaries.*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Having reviewed the specific web pages you have raised, we wish to highlight that, despite any changes made to our Flood cover FAQs, all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case these pages relate NSW, ACT and Tasmania.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 3 September 2007 and in interactions with us since then. We have fully investigated this and confirm you were advised that you were not covered for flood. We have not identified any other instance in which you were told you were covered for flood.


We confirm the details of your policy coverage, including any exclusions, are set out in the PDS most recently sent to you with your renewal in September 2008. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

21 April 2011

Legal Aid Queensland

GPO Box 2449

BRISBANE QLD 4001

Our References:

Your Reference:

Our Insured:

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from our assessor, an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

**Denial of the claim in accordance with the NRMA Landlord Insurance terms and conditions.**

In the NRMA Landlord Insurance Product Disclosure Statement and Policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 10 to 25 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off of water as a result of storms in your local area.

In your client's case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to the properties.

Whilst we acknowledge the unfortunate nature of your client's loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your client's claim.

Your suggestion that NRMA has not complied with Sections 13 and 35 of the ICA as well as the Corporations Act 2001.

We have considered your suggestion that your client was not informed that flood was an exclusion under the NRMA QLD Landlord Insurance policy. We can confirm that a copy of the NRMA Landlord Insurance QLD PDS was sent to your client with his new business Certificate of Insurance when both of the abovementioned policies were inception. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised [REDACTED] of the relevant policy conditions in writing.

Furthermore, although there is no policy inception call recording available for Policy Number [REDACTED] we have been able to retrieve a copy of the policy inception call recording for Policy Number [REDACTED] from 26 May 2008 and we confirm that [REDACTED] was advised that there was no cover for flood in Queensland.

With regard to the letter from NRMA insurance dated, 27 June 2010, we confirm that this letter was the covering page attached to [REDACTED] Insurance Renewal for his NRMA ACT Landlord Insurance policy [REDACTED] and that the relevant policy number is noted on this letter.

Despite the above and the fact that NRMA Insurance advised [REDACTED] that NRMA Insurance did not cover flood in Queensland both verbally and in writing, if we were to accept your suggestion that the covering letter was somewhat confusing to your client, we note that both his Queensland policies [REDACTED] were not due for renewal until 22 May 2011 and 26 May 2011 respectively. Therefore, [REDACTED] would have been reasonably aware that he was not covered for flood when the incident occurred in January 2011 and the "new" flood cover would be effective from renewal.

The NRMA Insurance website.

We refer you to the NRMA Insurance website ([www.nrma.com.au](http://www.nrma.com.au)) and have attached a screenshot of same for your perusal.

We note that the NRMA Insurance website has clearly defined links to the different insurance policies and products available from NRMA Insurance. In particular, we note that there are links that refers customers to "NRMA Insurance NSW, ACT & TAS" and "NRMA Insurance QLD" accordingly.

With regard to your "google search" reference, we confirm that NRMA Insurance does not have any control over Google or any other internet search engine. However, had [REDACTED] searched via the NRMA Insurance website, as per above, there would be no confusion with regard to the level of cover provided by NRMA to his relevant properties in both Queensland and the ACT.

Therefore, we as cannot identify any error on the part of NRMA Insurance, we maintain our position that NRMA has complied with Sections 13 and 35 of the ICA, as well as the Corporations Act 2001.



**Request for information relied upon to make our final decision.**

We have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.



With regard to your request for transcripts of your client's proposals for insurance and record of this claim, etc. please note that none of these have been transcribed. However, if you would like a copy of any of these, please complete the attached "Privacy Access Request Form" and forward to the relevant area for processing. Please note the applicable fee will apply in accordance with your request.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Acting Resolution Manager  
Customer Relations  
Ph:   
Fax: 1800 649 290

28 April 2011

[REDACTED]  
WOOLLOONGABBA QLD 4102

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the WorleyParsons report for your perusal which reports in part:

*"In our opinion, the inundation of the property at [REDACTED] Ryan Street West End was caused by water escaping the normal confines of the Brisbane River initially backing up along the sub surface drainage system, and spilling through the property."*

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Old Floods - Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

31 March 2011

[REDACTED]  
GOODNA QLD, 4300

Dear [REDACTED]

**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, Mr Peter Haberley and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of

hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this as our final decision in this matter. Should you not accept this decision you may wish to pursue this further, your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3 – Melbourne, Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

30 March 2011

[REDACTED]  
INDOOROPILLY QLD 4068

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of

hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



16 May 2011

[REDACTED]  
BELLBOWRIE QLD 4070

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

GPO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaqld.com.au

[REDACTED]  
Our Reference: [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident, taking into account your concerns and the report you provided from Mills Engineers Pty Ltd (Mills Engineers), together with reports from our assessor [REDACTED] and Hydrologists, WorleyParsons Services Pty Ltd (WorleyParsons).

#### Mills Engineers Report

Having received the initial denial of your claim, you obtained a report from Mills Engineers and suggested that the damage to your property, namely, the rotation/subsidence of the footings, was as a result of the flood and/or a storm event in November or December 2010.

We sought clarification from Mills Engineers of their findings. [REDACTED] of Mills Engineers confirmed as follows:

*"I believe that the rotation/subsidence of the footings to the brick piers is a long term problem caused by the front yard stormwater falling towards the house and then running in and ponding under the subfloor of the house.*

*As noted in my report 16/2/2011, the flood event in January 2011 does not appear to have caused the damage noted to the brick piers and supporting footings."*

In reviewing the information provided by Mills Engineers, we are of the opinion that it does not support your claim.

#### Individual Property Hydrology Report by WorleyParsons

Notwithstanding the above, we engaged WorleyParsons to consider Mills Engineers' comments and make additional enquiries on our behalf. WorleyParsons has provided an individual property hydrology report, which we attach for your perusal. In part it states:

G009919 07/09



*"The daily rainfall data recorded at the nearby Kenmore Hills rain gauge indicates that a total accumulation (approximately 202 mm) occurred between January 9th, 10th and 11th 2011, which was in the order of a 2 to 5 year Average Recurrence Interval (ARI) storm...*

*As the Brisbane River backed-up along Booker Place Park it would have likely caused a reversal of flow within the local stormwater drainage systems. Water surcharging from these drains as a result of high downstream tailwater conditions would have likely been the first indication of Brisbane River flooding in most neighbourhoods.*

*Relatively low rainfall intensities, as recorded at the Archerfield pluviometer station (approx. 2yr ARI rainfall intensity for the January 2011 event) along with relatively small catchment sizes at [redacted] Banyan Street were likely insufficient to overwhelm the stormwater systems that are typically designed to convey the 2-10 year ARI rainfall event."*

Furthermore, WorleyParsons concluded:

*"In our opinion, damage sustained at [redacted] Banyan Street, Bellbowrie, during the November/December 2010 rainfall events were outside the influence of the Brisbane River, and would thus be classified as stormwater "runoff" damage, and hence, Category 1 according to the Storm versus Flood Event Categorisation System.*

*Assessment of whether winds generated during storm events would have caused damage to the house is outside of the scope of this assessment.*

*No evidence was observed on site that indicates that the soil troughs at the foundation level are the result of stormwater runoff.*

*In our opinion, the inundation of the property at [redacted] Banyan Street, Bellbowrie, during the January 2011 event in Brisbane was ultimately caused by water escaping the normal confines of the Brisbane River.*

*Due to the source and timing of the flood, this event would be classified as Category 4 based on the Storm versus Flood Categorisation System."*

#### **Our decision**

We note that the onus is on you as the insured to establish that the damages to your property were as a result of an insurable event.

The NRMA Home Insurance Buildings and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35). Cover for storm includes damage caused by sudden and excessive run off of water as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane, which some time later overflowed the banks of the Brisbane River downstream and caused damage to your property.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, as your home was not damaged by an event against which we provide cover and as the policy excludes damage caused by flood, we must maintain the previous decision to deny your claim.

Furthermore, with regard to the rotation/subsidence of the footings, we note that this damage is not as a result of the flood event from 12 January 2011 or any other single insurable event. In addition, it has occurred over an extensive period of time and is due to a number of factors which are specifically excluded from cover. Therefore, NRMA will not provide indemnity for this damage.

#### **Information provided to you about cover**

We have considered your suggestion that NRMA misinformed you and/or failed to advise you that flood was excluded from cover when you incepted the policy over the telephone. We have fully investigated this and confirm that at no stage were you advised that you were covered for flood.

More importantly, the details of your policy coverage, including any exclusions, are set out in the PDS most recently sent to you with your New Business Certificate of Insurance on 7 May 2006. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

With regard to the copy of the NRMA Home Insurance NSW PDS (Edition 1, 08/09), which you attached to your e-mail dated 4 May 2011, we have no record of this PDS ever being sent to you. Our records show that the only PDS sent to you prior to the date of loss was the one we sent on 7 May 2006, as described above.

In reference to the NRMA Insurance website ([www.nrma.com.au](http://www.nrma.com.au)) we have attached a screenshot of the header page for your perusal.

We note that the NRMA Insurance website has clearly defined links to the different insurance policies and products available from NRMA Insurance. In particular, we note that there are links that refers customers to "NRMA Insurance NSW, ACT & TAS" and "NRMA Insurance QLD" accordingly.

Therefore, as we cannot identify any error on the part of NRMA Insurance, and confirm that the correct copy of the PDS was sent to you, we maintain our position that NRMA has complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised you of the relevant policy conditions in writing.

#### **Request for information relied upon to make our final decision**

We have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in

the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact us and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia, has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

We are currently processing your request for all other information we have in respect of this claim, which we shall forward you within two weeks. Please contact Customer Contact Manager, Mr [REDACTED] on [REDACTED] for further details regarding this request.

#### Options for further review

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

[REDACTED]  
Acting Resolution Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

17 May 2011

[REDACTED]  
BELLBOWRIE QLD 4070  
[REDACTED]

**Our Reference:** [REDACTED]

We refer to our final decision letter dated 16 May 2011 and your emailed response to same regarding coverage of your roof repairs.

As confirmed, our preferred builder, The Roof Company inspected the roof and has provided a report, which we have attached for your perusal. In part it states:

*"It is clearly visible that the tile clips ( These type ore renowned for leaking) have been leaking and that same have been removed in the past from time to time. These particular tile clips are used to secure tile to roof bottens but over time the dirt and grit buildup from broken down materials such as leaves etc catch the dge of the clip in the tiles anti capillary grooves and thereby creating a dom as such and allow water entry. There is also a rear flatter or lower pitch roof thot was originally tile ( too low a pitch for tile) and has been replaced at some point with iron roof sheeting.*

*The iron roof sheeting does contain varying amounts of hail damage ( possibly from hail in the area approx 3- 4 years ago) however does not appear to have contributed ta roof leaks.*

*The gutter and downpipes ot the property appear to be adequate for roof oreo but there remains a big question mork over how free and clean they could be maintained considering the amount of foilage around and the large amounts of leaves and leaf lltter present on roof and in guttering/downpipes.*

*The service pipes to solar HWS are are (sic) not flashed correctly as the are simply put through an under overlap in the tiles which could also allow water entry."*

We refer you to page 15 of the NRMA Home Insurance Product disclosure statement and policy booklet (PDS) under the heading, "Storm", which states:

*"we will not cover loss or damage caused by storm to retaining walls, or when water enters through an opening that was not created by the storm."*

In addition, we also refer you to page 35 under the heading, "What you are not covered for -- general exclusions", which states:

*"we will NOT cover*

*loss, damage, injury or death that occurs as a result of*

- *wear, tear, rust, corrosion, deterioration or erosion*
- *faulty design or workmanship."*

The Roof Company confirmed there is no evidence to indicate that storm has caused damage to the roof. In fact, the water ingress has occurred as a result of tile clips (renowned for leaking) and/or as a result of wear, tear or deterioration over a period of time which is excluded from cover.


As previously stated in our correspondence dated 16 May 2011, the onus is on you as the insured to establish that the damage claimed was as a result of an insurable event as listed in your NRMA PDS. We note you have not provided any expert evidence to dispute our findings or confirm that an insurable event has caused the damage.

Therefore, based on all the information available, we concur with the previous decision to deny indemnity for the damages to your roof.

Please accept this as our final decision in this matter. Should you not accept this decision you may wish to pursue this further, your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3 – Melbourne, Victoria 3001  
1300780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

29 April 2011

[REDACTED]  
[REDACTED] McLeod Street  
BASIN POCKET, QLD, 4305

[REDACTED]  
Our Reference: [REDACTED]  
Site Address: [REDACTED] McLeod Street, Basin Pocket, QLD 4305

We refer to the above claim and your request that this matter be reviewed as part of our Internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were not informed that flood was an exclusion under the NRMA Home Insurance Building and Contents Policy. We can confirm that a copy of the NRMA Home Insurance Building and Contents QLD PDS was sent to you with the new business Certificate of Insurance on 3 April 2005. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised you of the relevant policy conditions in writing.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

35

22 June 2011

[REDACTED]  
[REDACTED] Mt Cotton Rd  
BURBANK QLD 4156

[REDACTED]  
Our Reference: [REDACTED]  
Risk Address: [REDACTED] Owendean St, Yeronga

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.



Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods -- Hydrology reports'.

We have also considered your concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS sent to you at inception of your policy on 26 April 2006. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.


Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

We have endeavoured to contact you on your mobile telephone, however our calls were not answered.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

11 April 2011

[REDACTED]  
Birthamba rd  
SOUTH KOLAN QLD, 4670

[REDACTED]  
**Our Reference:** [REDACTED]  
**Site Address:** [REDACTED] McMannie St, Bundaberg South

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

As discussed, we arranged for RPS to make further enquiries on our behalf and their report is attached for your perusal. RPS reported in part:

The discussion by Patterson & Britton presents 5 scenarios for rainfall runoff conditions. These scenarios are reproduced in Table 1. The flood event at this property is closest in nature to a scenario 4 event as defined in Table 1, taking the following into consideration.

- There was widespread rainfall over the whole of the Burnett catchment including very heavy rainfall in Bundaberg.
- Significant flooding was experienced in local catchments in Bundaberg
- Major flooding was experienced in the Burnett River with the peak water level being the highest for the past 69 years.
- The water level at the property was synchronized with the water level hydrograph in the Burnett River, based on the available information from the owner.
- The high water levels at the property were mainly a function of the flood levels in the Burnett River. Stormwater would not have entered the area beneath this house prior to floodwaters from the Burnett River and Saltwater Creek.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from RPS, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in pages 18 and

27 of the NRMA Landlord Insurance Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.


Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

31<sup>st</sup> March 2011

[REDACTED]  
Graceville Ave  
GRACEVILLE QLD 4075

Dear [REDACTED]

**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have also considered your concerns about information on the NRMA insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state – in this case the pages relate NSW, ACT and Tasmania, not Queensland.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS sent to you when you incepted the policy. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

We have also considered your suggestion that you were provided with the NRMA Insurance NSW PDS incorrectly. We have fully investigated this and confirm that a copy of the NRMA Insurance QLD PDS was sent to you with your new business. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

With regard to your request for copy of the Print Trace, please find enclosed a copy of the Personal Information Access Request form. Please complete the form and send to the fax number or address outlined for your request to be processed accordingly.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



22 March 2011

[REDACTED]  
[REDACTED] Fig Tree Pocket Rd  
FIG TREE POCKET QLD 4069

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

189 Grey Street  
South Brisbane QLD 4101 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Having reviewed the specific web pages you have raised, we wish to highlight that, despite any changes made to our Flood cover FAQs, all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case these pages relate NSW, ACT and Tasmania.


More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you with your renewal in December 2008. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Resolutions  
Ph: 1800 045 517  
Fax: 1800 649 290

39

11 April 2011

[REDACTED]  
[REDACTED] Bodalla St  
NORMAN PARK QLD 4170

[REDACTED]

Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area



on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

With regard to your request for additional information and record of this claim, please find attached a copy of the Personal Information Access Request form. Please forward the completed form, for access to this information.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

15 April 2011

[REDACTED]  
[REDACTED] Haig Rd  
AUCHENFLOWER QLD, 4066

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor [REDACTED] and Hydrologists, Worley Parsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Haig Road in Auchenflower was directly related to rising flood levels in the nearby Brisbane River. The rising Brisbane River is likely to have backed up into the local stormwater drainage system and inundated the area of low ground that lies adjacent to the river and includes the low ground around Vincent Street in Auchenflower and the property at [REDACTED] Haig Road.*

*Given the size of the catchment of the Brisbane River and the interval between the end of rainfall and the onset of inundation at the property, inundation at [REDACTED] Haig Road in Auchenflower would be classified as a Category '4' event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy

booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

30 March 2011

[REDACTED]  
Aldersgate Street  
OXLEY QLD 4075

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our Industry body, the Insurance Council of Australia has established a panel of


hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'QLD Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further. Your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

41

24 August 2011

Insurance Law Service  
[REDACTED]

PO Box 538  
SURRY HILLS NSW 2010

[REDACTED]  
**Our References:**  
**Policy Number:**  
**Insureds:**

[REDACTED]

We refer to your letter dated 1 July 2011 and our previous correspondence dated 30 March 2011. As requested we have conducted a further review as part of our internal dispute resolution process.

In addition to the assessor's report and WorleyParsons hydrology report previously forwarded to the Insureds, we are now in receipt of WorleyParsons site specific report following their attendance at the insured property on 27 July 2011.

**Hydrology report**

We attach a copy of the Worley Parsons report for your perusal. The report concludes as follows:

*"In our opinion, the inundation of the property at [REDACTED] Aldersgate Street, Oxley was caused by water escaping the normal confines of the Brisbane River and travelling upstream through Oxley Creek and on towards the site. Stormwater drains that link the area with Oxley Creek are likely to have backed up prior to the overland inundation of the property from Oxley Creek."*

**Denial of the claim in accordance with the NRMA Building and Contents Insurance terms and conditions**

In the NRMA Home Insurance Building and Contents Product Disclosure Statement and Policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off of water as a result of storms in your local area.

In the Insureds' case, the expert advice is that there was no significant rain in the local area at the time of the flooding. Rather, the flooding of the insured property was caused by rain upstream in the upper catchments resulting in flooding of the Brisbane River which backed up into the stormwater drains and the Oxley Creek.

It is reported by Worley Parsons that the peak flood level at the Insureds' property occurred approximately 34 hours after the intense rainfall in the upper catchment of the Brisbane River.

Furthermore, and in response to comments contained in your letter, we note the Insureds informed the hydrologist that water came out of stormwater drains in Aldersgate Street. Under the event "*Water – leaking or escaping*" on page 17 of the PDS loss or damage arising from water leaking or escaping from a stormwater pipe off the site is excluded from cover.

Whilst we acknowledge the unfortunate nature of the insured's loss and the difficulties faced as a result of the flooding to her property, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your client's claim.

In any event, if we were to accept that part of the damage to the Insureds' property was as a result of an insurable event, which we do not, we rely upon the principles of *Wayne Tank* and maintain that we are entitled to deny indemnity.

**Your suggestion that NRMA has not complied with relevant sections of the Insurance Contracts Act 1984**

We have considered your suggestion that the Insureds were not informed that flood was an exclusion under the NRMA Buildings and Contents insurance policy. Unfortunately there is no policy inception call recording available. The calls for the particular consultant are unable to be retrieved.

Nevertheless, we have carried out a mail trace which confirms that a copy of the NRMA Buildings and Contents Insurance PDS was sent to the Insureds with their new business Certificate of Insurance when the policy was inception. We have attached a copy for your information. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with the relevant sections of the *Insurance Contracts Act 1984* and clearly advised [REDACTED] of the policy terms and conditions in writing.

We note a later edition of the PDS (09/08) was sent to the Insureds with our previous letter. The attached PDS (03/07) was the version sent to the Insureds at policy inception. However, although the cover page varies between the editions the policy wording/coverage, page numbers, etc. is identical. We apologise if this has caused any confusion to the Insureds.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:



- Financial Ombudsman Service  
GPO Box 3,  
Melbourne, Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph:   
Fax: 1800 649 290



25 March 2011

[REDACTED]  
[REDACTED] Boisover St  
ROCKHAMPTON QLD 4700

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from WRM Water & Environment Pty Ltd (WRM).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

WRM have reported in part:

- The inundation in Rockhampton was caused by the Fitzroy River, which peaked at a height of 9.2m, flooding much of the lower lying areas of Rockhampton. Above floor inundation would have commenced at around 8.5m during the early hours of the 1st January 2011 with substantial flooding of properties (below floor level) occurring several days earlier.
- It appears that flooding from the Fitzroy River in the northern suburbs of Rockhampton (sic) was concentrated along the river front along Lakes Creek Road. The Fitzroy River also inundated properties as it backed up the various creeks in the suburbs of Kawana, Park Avenue, as well as Moores Creek in Berserker and Frenchmans Creek in Berserker and Koongal. Flooding on the southern side of the city was concentrated in the suburbs of Wandal and Depot Hill as well as along the southern floodplain in Allenstown and Port Curtis.
- Due to the relatively low rainfall intensities in Rockhampton, flash flooding of the local creeks is unlikely to have occurred over the period of interest.

- Stormwater inundation is unlikely to have occurred given the low rainfall intensities recorded in Rockhampton. If it did occur, it would have only occurred during the early hours of the 26th December 2010 or at 0900 hours on the 27th December when the most intense rainfall burst occurred.
- Stormwater inundation could not have occurred after the 2400 hours on the 27th December when minimal rainfall was recorded.
- Another minor storm burst occurred during the 2 hours to 0900 hours on the 6th January 2011 near the peak of the Fitzroy River flood. It is possible that the piped stormwater drainage system may have surcharged at this time because high Fitzroy River water levels may have prevented the stormwater pipes from flowing freely. There are no known reports of surcharging stormwater pipes at this time.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Rockhampton your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WRM report dated 10th February 2011, which sets out the cause of the flooding in the Rockhampton area. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 25 September 2009. We have fully investigated this and confirm you were advised that you were not covered for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

30 March 2011

[Redacted]  
Fairfield Rd  
FAIRFIELD QLD 4103

[Redacted]

Our Reference: [Redacted]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [Redacted] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

31 March 2011

[Redacted]  
[Redacted] Camelot St  
TENNYSON QLD 4105

[Redacted]

**OUR REFERENCE:** [Redacted]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [Redacted] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area

on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

31 March 2011

[REDACTED]  
SHAILER PARK QLD 4128

[REDACTED]  
Our Reference: [REDACTED]  
Site Address: [REDACTED] Cameron St, FAIRFIELD QLD 4103

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact



Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports':

We have considered your suggestion that you were misinformed about policy coverage when you called during the month of December 2010. We have fully investigated this and confirm we were not able to find a call record for this period therefore your allegations are unsubstantiated. Furthermore, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you when you Incepted the policy. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

5 April 2011

[Redacted]  
[Redacted]  
SYDNEY NSW 2000

[Redacted]  
**Our Reference:** [Redacted]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [Redacted] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

20 April 2011

[REDACTED]  
[REDACTED] Burke Street  
BARELLAN POINT QLD 4306

[REDACTED]  
[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor [REDACTED] and a hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your clients' case, the expert advice confirms that damage to your client's home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley

Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Having reviewed the specific web pages you have raised, we wish to highlight that, despite any changes made to our Flood cover FAQs, all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case these pages relate NSW, ACT and Tasmania.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you with your renewal in 22 May 2005. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

49

20 April 2011

[REDACTED]  
[REDACTED] Palm Ave  
SHERWOOD QLD 4075

[REDACTED]  
[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area

on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

30 March 2011

[REDACTED]  
[REDACTED] Chelmer East Street  
CHELMER QLD 4068

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia, has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'QLD Floods – Hydrology reports'.



Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further. Your options are now external to NRMA Insurance and include:

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GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

30 March 2011

[Redacted]  
[Redacted] Chelmer St  
CHELMER QLD 4068

[Redacted]

**Our Reference:** [Redacted]

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [Redacted] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

5 April 2011

[REDACTED]  
TOOWONG QLD 4066

Dear [REDACTED]

Our Reference: [REDACTED]

Site Address: [REDACTED] Botticelli St Fig Tree Pocket QLD 4069

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

30 March 2011

[REDACTED]  
[REDACTED] Taringa Pde  
INDOOROPILLY QLD 4068

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Landlord Insurance Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 10 to 25 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

27 April 2011

[REDACTED]  
KINGSTON ACT 2604

Dear [REDACTED]

Our Reference: [REDACTED]

Site Address: [REDACTED] Nathan St East Ipswich QLD 4305

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.



We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were misinformed about your policy coverage by us. We have fully investigated this and have been unable to establish any staff error.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you with your renewal in April 2006. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Seek legal advice

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

28 March 2011

[REDACTED]  
Sutton St  
CHELMER QLD 4068

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact

Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

56

17 March 2011

[REDACTED]

BUNDABERG SOUTH QLD 4670

[REDACTED]

**Our Reference:**

[REDACTED]

**Risk Address:**

[REDACTED] George Street, Bundaberg QLD, 4670

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, RPS Australia East Pty Ltd (RPS).

As discussed, RPS completed an individual report for the property and their report is attached for your perusal. RPS reported in part:

- *“There was widespread rainfall over the whole of the Burnett catchment including very heavy rainfall in Bundaberg.*
- *Significant flooding was experienced in local catchments in Bundaberg.*
- *Major flooding was experienced in the Burnett River with the peak water level being the highest for the past 69 years.*
- *The water level hydrograph at the property was synchronised with the water level hydrograph in the Burnett River.*
- *The high water levels at the property were mainly a function of the flood levels in the Burnett River.*

- *The high water levels and water damage at this property were caused by high water levels in the Burnett River and flood runoff from the catchment of the Saltwater Creek. Stormwater would not have entered the area beneath the house prior to the floodwaters.*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from RPS, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in pages 15 and 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

24 March 2011

[REDACTED]  
[REDACTED] Kenmore Road  
KENMORE QLD 4105

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'QLD Floods – Hydrology reports'.


Please accept this letter as our final decision. Should you not accept this decision, you may

wish to pursue this further. Your options are now external to NRMA insurance and include:

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GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

11 April 2011

[REDACTED]  
Colwel St  
OXLEY QLD 4075

[REDACTED]

Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area



on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

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Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

59

28 April 2011

[REDACTED]  
[REDACTED] Wyreema Ave  
PADSTOW NSW 2211

[REDACTED]  
[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area

on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

4 April 2011

[REDACTED]  
Helen St  
NORTH BOOVAL QLD, 4304

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various

localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you with your New policy in 5<sup>th</sup> March 2008. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

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30 March 2011

[REDACTED]  
FIG TREE POCKET QLD 4069

[REDACTED]  
Our Reference: [REDACTED]

Site Address: [REDACTED] Donatello Street Fig Tree Pocket QLD 4069

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various

localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 19 November 2009. We have fully investigated this and confirm you were advised that you were not covered for flood.

Furthermore, we have considered your suggestion that you were provided with the NRMA Insurance NSW PDS incorrectly. We have also investigated this and confirm that a copy of the NRMA Insurance QLD PDS was sent to you with your new business on 25 November 2011. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

With regard to your request for a copy of the assessor's report, please find enclosed a copy of the Personal Information Access Request form. Please complete the form and send to the fax number or address outlined for your request to be processed accordingly.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Acting Resolution Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

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4<sup>th</sup> April 2011

[REDACTED]  
Bale St  
ROCKLEA QLD 4106

[REDACTED]  
**OUR REFERENCE:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area



on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
  
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

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27 April 2011

[REDACTED]  
Brisbane Rd  
RIVERVIEW QLD 4303

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were misinformed about your policy coverage by us. We have fully investigated this and have been unable to establish any staff error.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you in May 2010. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Seek legal advice

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

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28 April 2011

[REDACTED]  
REDBANK PLAINS QLD 4301

[REDACTED]  
Our Reference: [REDACTED]  
Site Address: [REDACTED] Logan St, North Booval QLD 4304

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the second WorleyParsons report for your perusal which reports in part:

*"In our opinion, the inundation of [REDACTED] Logan Street, North Booval was caused by flood water escaping the normal confines of the Bremer River, backing up Bundamba Creek and consequently backing up the unnamed tributary passing through MJ Kinnane Park."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Seek legal advice

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

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10 August 2011

Caxton Legal Centre Inc.  
[REDACTED]  
1 Manning Street  
SOUTH BRISBANE QLD 4101

[REDACTED]  
**Our References:** [REDACTED]  
**Policy Number:** [REDACTED]  
**Our Insured:** [REDACTED]  
**Site Address:** [REDACTED] Logan Street, North Booval, Qld (the property)

We refer to our final decision letter dated, 28 April 2011 and your correspondence dated, 21 July 2011 requesting that we carry out a further review of this matter.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from our assessor, the property hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated, 20 February 2011.

**NRMA's Misrepresentations as to Policy Coverage and Provision of the Product Disclosure Statement.**

We note that the policy was incepted on 31 October 2009, following the cancellation of a previous policy covering the property due to alterations to cover being requested by the Insured.

We acknowledge comments from the Insured [REDACTED] that she contacted NRMA in October/November 2010 and enquired as to whether her policies provided cover for flood damage. The consultant is alleged to have responded that damage by flood would be covered provided the properties did not back onto a creek or river.

NRMA has endeavoured to locate the telephone calls noted in the email correspondence from Telstra but enquiries have not been successful to date.

We have also considered the Insured's concerns about information on the NRMA Insurance website. We refer you to the NRMA Insurance website ([www.nrma.com.au](http://www.nrma.com.au)) and have attached a screenshot of same for your perusal.

We note that the NRMA Insurance website has clearly defined links to the different insurance policies and products available from NRMA insurance. In particular, we note that

there are links that refers customers to "NRMA Insurance NSW, ACT & TAS" and "NRMA Insurance QLD" accordingly.

Furthermore, we wish to highlight that, despite any changes made to our Flood cover "FAQs", all of our web pages carry a map and notation at the top of each page to identify the relevant state. The web pages you have made reference relate to NSW, ACT and Tasmania.

More importantly, and as outlined in our final decision letter dated, 28 April 2011, the details of the policy coverage including any exclusions are set out in the PDS most recently sent to the Insured along with their Certificate of Insurance on or about 2 November 2009. We restate, the policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Therefore, we have complied with Sections 13 and 35 of the *Insurance Contracts Act 1984* (the Act) and clearly advised the Insured of the relevant policy conditions both in writing and verbally. Furthermore, we submit that in accordance with Section 35(2) of the Act, "*the insured knew, or a reasonable person in the circumstances could be expected to have known*" of the relevant flood exclusion.

#### **WorleyParsons Hydrology Report.**

We confirm that you are in receipt of the WorleyParsons property hydrology report dated 14 April 2011.

Whilst WorleyParsons acknowledge their error on page 8 of the report which refers to a different property, they maintain the conclusion reached is correct.

We apologise to the Insured for any confusion and/or inconvenience this may have caused.

Nevertheless, as the expert's findings remain unchanged we maintain our previous position that the damages to the property were not as a result of an insurable event, but in fact was due to flood which is excluded from cover under the policy.

In reference to your request for NRMA to consider this matter on an ex-gratia basis, whilst we acknowledge the unfortunate nature of [REDACTED] loss and the difficulties faced as a result of the flooding to the property, the policy excludes damage caused by flood. Therefore, we are not prepared to make any offer outside the terms and conditions of the policy and maintain the previous decision not to indemnify the Insured.

#### **Request for information relied upon to make our final decision.**

We have enclosed another copy of the PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons property hydrology report dated 14 April 2011, which sets out the cause of flooding to the property. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

With regard to the telephone calls we will make further attempts to locate any available call recordings which are relevant to this matter. If and when any become available we will forward you a copy of same.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

██████████  
Case Manager  
Customer Relations  
Ph: ██████████  
Fax: 1800 649 290



24 March 2011

[REDACTED]  
Beard St  
AUCHENFLOWER QLD 4066

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have also considered your concerns about the carpet affected under this claim which was removed by Chemdry Corporate Pty Ltd (Chemdry). We have spoken with the technician from Chemdry who attended. The technician has advised that verbal permission was granted from yourselves for the carpet to be removed from the bedroom. The carpet was deemed not to be restorable and was removed for health and safety reasons.

Furthermore, as the carpet could not be restored and needed to be replaced, you would have needed to dispose of and replace the carpet yourself. Therefore, the actions of the technician from Chemdry, have not prejudiced your circumstances in any way.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Acting Resolutions Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



24 March 2011

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227684  
trading as NRMA Insurance

[REDACTED]  
ST GEORGES BASIN NSW 2541

Level 10  
388 George St  
Sydney NSW 2000 Australia  
Telephone 1800 045 517  
Facsimile 1800 649 290  
nrma.com.au

[REDACTED]

**Claim Reference:** [REDACTED]  
**Our reference:** [REDACTED]  
**Risk Address:** [REDACTED] Illawong Way Karana Downs Qld 4306

I refer to your request for NRMA Insurance to consider and accept a claim against insurance policy [REDACTED]

This policy was not current when the incident occurred as the premium was not received. Acceptance of a claim for consideration would depend upon NRMA Insurance allowing payment of premium outstanding on the policy.

After considering your request, NRMA Insurance is not prepared to permit the policy to be paid late and your request for acceptance and consideration of a claim against the unpaid policy is consequently declined.

As the renewal was not paid, cover under policy [REDACTED] ceased from the renewal date 24 November 2010. This policy is now cancelled.

Further, and in any event, even if your policy had been current at the date of the incident the claim would have, unfortunately, been declined. This is because your loss or damage was caused by flood and the policy would not have covered loss or damage caused by flood. In this regard we refer you to pages 15 and 35 of the Home Product Disclosure Statement and Policy Booklet.

If you wish to pursue the matter further, the appropriate courses of action are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3, Melbourne VIC 3001  
Tel: 1300 78 08 08  
Website: [www.fos.org.au](http://www.fos.org.au)

This must be within two years from the date of this letter.

- Referral to your Solicitor to seek legal advice.

Thank you for the opportunity to review this matter. We appreciate your pursuit of the matter through our Internal Dispute Resolution process.

Yours sincerely

  
Customer Relations

Encl: Home Insurance Buildings and Contents Product disclosure statement and policy booklet

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29 March 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Dear Mr Holmes,

Our Reference: [REDACTED]

Your Reference : [REDACTED]

Our Insured: [REDACTED]

Site Address: [REDACTED] Fig Tree Pocket Rd, FIG TREE POCKET, QLD, 4069

Thank you for contacting us requesting a review of the above claims as part of our internal dispute resolution process.

As discussed, we have considered your suggestion that [REDACTED] was misinformed about policy coverage on the 29<sup>th</sup> April 2010 and after fully investigating this, we confirm that due to the consultant's error, we are prepared to settle this claim.

We have referred this matter to the NRMA Insurance Home Claims Department to proceed with settlement. If you have any further queries, please do not hesitate to contact the Claims Department on Ph: 13 11 23.

Please be aware, should a complaint not be resolved to your satisfaction, you may pursue the matter externally to NRMA Insurance and choose to contact:

- Financial Ombudsman Service Limited  
GPO Box 3 -- Melbourne, Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Seek alternative legal avenues.

Once again, we thank you for allowing us the opportunity to review our decision and trust you are satisfied with the outcome.

Yours sincerely,

[REDACTED]  
Acting Resolutions Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

31 March 2011

[REDACTED]  
[REDACTED] Hills St  
BUNDABERG EAST QLD 4670

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an individual Hydrology report from RPS Australia East Pty Ltd (RPS). A copy of the report is attached for your perusal. RPS have reported in part *"the high water levels and water damage at this property were caused by floodwaters from the Burnett River, possibly mix up with some runoff from the local catchment. Stormwater would not have entered the area beneath the house prior to the floodwaters."*

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Bundaberg, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- 
- Financial Ombudsman Service

GPO Box 3,

Melbourne Victoria 3001

Ph: 1300 780 808


[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

3 May 2011

[REDACTED]  
White St  
GRACEVILLE QLD 4075

[REDACTED]  
[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact



Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to your solicitor and/or other legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

28 April 2011

[Redacted]  
[Redacted] Arakoola St  
JINDALEE QLD 4074

[Redacted]

Our Reference: [Redacted]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [Redacted] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Building Insurance product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

28 March 2011

[REDACTED]  
Sandon Street  
GRACEVILLE QLD 4075

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a

panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were misinformed about policy coverage when payment of the premium was made on 17 December 2010. You advised that the consultant confirmed that Flood is covered under the policy. We have fully investigated this and confirm flood was not discussed in your conversation with the consultant. We note that you have requested a copy of the call recording. Please find attached copy of the Personal Information Access Request Form for you to complete.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

4 May 2011

[REDACTED]  
[REDACTED] Haig Rd  
AUCHENFLOWER QLD 4066

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were misinformed about the replacement of your carpet during the claims process. We have fully investigated this and confirm that due to a system error, you were advised of the incorrect information. As discussed, in spite of the fact that you have not been prejudiced by this error, as a good will gesture and in the interest of acting in good faith, we have decided to cover the damage to your carpet on an ex-gratia basis. We have referred this matter back to the NRMA Home Claims department to process accordingly.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

4 April 2011

[REDACTED]  
William Parade  
FAIRFIELD QLD, 4103

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld



Floods – Hydrology reports’.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you with your renewal in 26th September 2004. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this as our final decision in this matter. Should you not accept this decision you may wish to pursue this further, your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3 – Melbourne, Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

29 April 2011

[REDACTED]  
[REDACTED] Birkin Road  
BELLBOWRIE QLD, 4070

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you

require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



20 May 2011

[REDACTED]  
[REDACTED] Bilga St  
MIDDLE PARK QLD, 4074

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
Trading as NRMA Insurance

GPO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

Our Reference: [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns and reports provided by [REDACTED] together with reports from our assessor, [REDACTED] and Hydrologists, Worley Parsons Services Pty Ltd (WorleyParsons).

#### Individual Property Report

NRMA Insurance (NRMA) confirms receipt of your representative [REDACTED] reports. Upon receipt of [REDACTED] second report, NRMA forwarded the report to WorleyParsons and instructed to make further enquires to the property. A copy of their report is attached for your perusal. WorleyParsons reported in part:

*"The local stormwater catchment that drains towards the area of low ground adjacent to the site covers an area of approximately five square kilometres (refer Figure 5). The response times for such a small catchment would be expected to be a few hours.*

*The total volume of rainfall that fell on catchment during the heavy rainfall event that occurred between 10:00 and 15:00 on Tuesday 11th January 2011 (known to have been a 2 to 5 year Average Recurrence Interval rainfall event) was calculated as being approximately 174,000 m<sup>3</sup>. Taking a conservative, worst-case scenario approach and supposing that all of the runoff from the catchment flowed directly into the 0.7 hectare storage area adjacent to the site (refer Figure 5), the maximum depth of ponding that could have occurred is only around 0.25 metres. As ground levels in the low-lying area are typically 5 to 7 metres lower than the surrounding land, local runoff could not have made any major contributions to the inundation that occurred in the area between Sunday 9th January 2011 and Thursday 13th January 2011.*

*An interpolation of peak levels between at the Moggill and Jindalee gauges indicates that the levels in the Brisbane River reached a level of approximately 12.5 metres (the property threshold) at about 11:00 on Wednesday 12th January 2011 and peaked at a level of about*

13.1 mAHD at 18:00 on the 12th of January, 2011. Therefore, the levels and timing of the inundation observed at [REDACTED] Bilga Street coincide with the levels and timing observed at the nearby stream gauging stations on the Brisbane River".

Furthermore, WorleyParsons concluded:

*"In our opinion, the inundation of the property at [REDACTED] Bilga Street was caused by flood water escaping from the normal confines of the Brisbane River backing up Mt Ommaney Creek".*

#### **Our decision**

We note that the onus is on you as the insured to establish that the damages to your property were as a result of an insurable event.

The NRMA Home Insurance Buildings and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35). Cover for storm includes damage caused by sudden and excessive run off of water as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane, which some time later overflowed the banks of the Brisbane River downstream and caused damage to your property.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, as your home was not damaged by an event against which we provide cover and as the policy excludes damage caused by flood, we must maintain the previous decision to deny your claim.

#### **Information provided to you about cover**

At the time of inception of your policy you were provided with a copy of the PDS. We confirm the PDS was sent to you with your New Business Certificate of Insurance on 23 October 2006. The PDS along with the Certificate of Insurance sets out the terms and conditions of your policy. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

With reference to the PDS which you attached to your e-mail dated 9 May 2011, which you obtained from the NRMA website, we note this is specific to NSW, ACT & TAS. The NRMA Insurance website has clearly defined links to the different insurance policies and products available from NRMA Insurance. In particular, we note that there are links that refer customers to "[NRMA Insurance NSW, ACT & TAS](#)" and "[NRMA Insurance QLD](#)" accordingly.

We have investigated your suggestion that you were told that you were covered for flood on 11 January 2011. Unfortunately, we have been unable to locate any record of this call. However, if it was possible to substantiate your concerns, we note that with the flooding being imminent, this would not have prejudiced your position.

Therefore, as we cannot identify any error on the part of NRMA Insurance, and confirm that the correct copy of the PDS was sent to you, we maintain our position that NRMA has complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised you of the relevant policy conditions in writing.

**Request for information relied upon to make our final decision**

We have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide, as well as, a CD which includes the three calls we were able to locate for your reference.

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011.

Accordingly, we have provided you with any/all information we have relied upon in order to make our final decision.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,



Acting Resolution Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

29 March 2011

[REDACTED]  
[REDACTED] Glenwood St  
CHELMER QLD 4068

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from Worley Parsons, confirms the damage to your property was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), we maintain the decision to deny indemnity.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision,

you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



22 March 2011

[REDACTED]  
Devaney Lane  
CORINDA, QLD 4075

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

27 April 2011

[REDACTED]  
Devaney Lane  
CORINDA ,QLD 4075

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the WorleyParsons report for your perusal which reports :

*"In our opinion, the damage to the property at [REDACTED] Devaney Lane, Corinda was caused by floodwaters from a defined watercourse, namely the Brisbane River, which exceeded its channel capacity in response to the intensity of rainfall in the catchment areas upstream of Corinda.*

*Due to the timing and source of the flooding, this would be classified as a **Category 4** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol".*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

80

12 May 2011

[REDACTED]  
Tivoli Hill Rd  
TIVOLI QLD 4305

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an individual hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the individual WorleyParsons report for your property which reports in part:

*"The intense rainfall that occurred down through the catchment starting at Toowoomba at 1 p.m. on Monday 10<sup>th</sup> January 2011, contributed to the steep rise in the river levels in the Bremer River in the Tivoli area that started after midday on Tuesday 11<sup>th</sup> January 2011. This rainfall ceased at approximately 15:00 on Tuesday 11<sup>th</sup> January 2011.*

*The peak flood levels at [REDACTED] Tivoli Hill Road, Tivoli occurred at around 1 p.m. on Wednesday 12<sup>th</sup> January 2011, which is approximately 22 hours after the end of the intense rainfall in the upper catchment of the Brisbane River.*

## **CONCLUSION**

*An initial depth of runoff (in order of 10mm) could possibly have entered the lower ("laundry") level of the property due to the storm event on the morning of 11<sup>th</sup> January 2011. This run off was unlikely to have entered the top floor of the property, and would not have been sufficient to inundate the house to the depth (2200mm) that was evidenced.*

*In our opinion, the inundation of the property at [REDACTED] Tivoli Hill Road, Tivoli during the January 2011 event in Ipswich was ultimately caused by water escaping the normal confines of the Bremer River."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Tivoli, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17<sup>th</sup> February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were not advised that flood was an exclusion when taking out the policy on the 6<sup>th</sup> February 2008. We have fully investigated this, unfortunately no call recording can be obtained. Nevertheless, the details of your policy coverage including any exclusions are set out in the PDS sent to you on the 7<sup>th</sup> February 2008. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Therefore, as NRMA has complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised you of the relevant policy conditions in writing, NRMA is entitled to deny indemnity.

Please accept this letter as our final decision. Should you not accept this decision, you may wish

to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

11 April 2011

[REDACTED]  
Queenscroft St  
CHELMER QLD 4068

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area



on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

28 March 2011

[REDACTED]  
Cambridge Street  
ROCKLEA QLD 4106

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a

panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808

[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

4 April 2011

[REDACTED]  
REDBANK QLD 4301

[REDACTED]  
**OUR REFERENCE:** [REDACTED]  
**SITE ADDRESS:** [REDACTED] HARTE ST CHELMER QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

27 April 2011

[REDACTED]  
Brisbane Cres  
BARELLAN POINT QLD 4306

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

15<sup>th</sup> April 2011

[REDACTED]  
WEST END QLD 4101

[REDACTED]  
Our Reference: [REDACTED]

Site Address: [REDACTED] Huxham Tce, AUCHENFLOWER QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact



Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



INSURANCE

9<sup>th</sup> March 2011

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227684  
trading as NRMA Insurance

[REDACTED]  
DEVANEY LANE  
CORINDA QLD 4075

Level 10/388 George St  
Sydney NSW 2000 Australia  
Telephone: 1800 045 517  
Facsimile: 1800 649 290  
margarita.samar@iag.com.au

[REDACTED]

Claim number: [REDACTED]

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

On the 13<sup>th</sup> January 2011 the above claims were lodged with the following details:

*"WATERS HAVE RISEN AND INUNDATED THE ENTIRE HOUSE AND CONTENTS"*

The claims were denied and you requested a review of the decisions made by the NRMA Insurance Claims Department. As discussed on 7<sup>th</sup> March 2011, you requested we that we don't proceed with our review of this matter and your claims remain cancelled.

Please be aware that although we are committed to providing you with our final decision, you may pursue this matter externally to NRMA Insurance and your options include:

- Financial Ombudsman Service Limited  
GPO Box 3, Melbourne VIC 3001.  
Ph: 1300 78 08 08.  
Website: [www.fos.org.au](http://www.fos.org.au), or
- Referral to a solicitor.

Should you decide to pursue this further through our Internal Dispute Resolution (IDR)

process, please contact me directly on [REDACTED]

Yours sincerely,

[REDACTED]  
**Case Manager**  
**Customer Relations**

**Phone Number:** [REDACTED]  
**Fax Number:** 1800 649 290

20 April 2011

[REDACTED]  
PARK RIDGE QLD 4125

[REDACTED]  
Our Reference: [REDACTED]  
Site Address: [REDACTED] MILL ST GOODNA QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley

Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

1 April 2011

[REDACTED]  
[REDACTED] Harte St  
CHELMER QLD 4068

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.


We have investigated whether the relevant PDS was sent to you and can confirm that a copy of the NRMA Insurance QLD PDS was sent to you with your renewal 14 November 2004. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

30<sup>th</sup> March 2011

[REDACTED]  
[REDACTED] King Arthur Tce  
TENNYSON QLD 4105

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and



include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

90

29 March 2011

[REDACTED]  
BELLBOWRIE QLD 4070

[REDACTED]

Our Reference: [REDACTED]  
Site Address: [REDACTED] Sugarwood St, Bellbowrie 4070

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Landlord Insurance Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 10 to 25 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

1 April 2011

[REDACTED]  
Koorinal Dr  
JINDALEE QLD 4074

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PD5 which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of

hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

5 April 2011

Parker Family Law  
[REDACTED]  
PO Box 937  
REDCLIFFE QLD 4020

Dear Mr Parker,

OUR REFERENCE: [REDACTED]  
YOUR REFERENCE: [REDACTED]  
OUR INSURED: [REDACTED]  
SITE ADDRESS: [REDACTED] Layfield St, ANSTEAD QLD

We refer to the above claim and your clients' request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in the local area.

In your clients' case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your clients' home.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Brisbane, their policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

To help your client understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client has previously been provided with a copy of the Worley

Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should they require another copy, please contact Customer Relations and we will arrange for this to be sent.

Please note our industry body, the Insurance Council of Australia, has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should your client not accept this decision, they may wish to pursue this further and their options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- legal action.

Thank you for your patience during the review of the claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

25 March 2011

[REDACTED]  
HAMILTON QLD 4007

[REDACTED]  
Our Reference: [REDACTED]  
Site Address: [REDACTED] Fairfair Rd Rocklea QLD 4106

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns outlined in your letter dated 7 March 2011, together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area



on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.


We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 23 December 2010. We have fully investigated this and you were asked if you would like further information about the policy over the phone, but declined this and agreed to read the Certificate of Insurance and PDS once this was received. You have confirmed that this was received.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

11 May 2011

[REDACTED]  
Balowie St  
HAMILTON QLD 4007

[REDACTED]  
Our Reference: [REDACTED]

We refer to our final decision letter dated 25 March 2011 and you email dated 4 May 2011, requesting we review this matter further.

**RE: Your suggestion that relevant policy booklet was not provided when you incepted**

**Policy number:** [REDACTED]

As per our final decision letter we confirm that when [REDACTED] incepted the abovementioned policy number the consultant asked him if he would like further information about the policy over the phone, but declined this and agreed to read the Certificate of Insurance and PDS once this was received.

We note that in your email dated 18 April 2011 you advised as follows:

*"He never received a PDS with this amendment document and also we never received a PDS or policy document in regards to call [REDACTED] ( new policy ? ) when I called that day to put all our cars and contents in both our names as owners."*

Please note this is contradictory to the information provide by [REDACTED] to [REDACTED] of NRMA Insurance on 25 March 2011.

In any event we have carried out a mail trace which confirms that after policy number: [REDACTED] was incepted a copy of the Certificate of Insurance and the PDS were both sent to you.

**RE: Call recording from 15 December 2010.**

In reference to your request of the call recording from 15 December 2010 which you state:

*"...this was the policy that was amended from [REDACTED] Vivian Street, Tennyson to the storage cover and hence the policy continued under this policy number."*

We can confirm that [REDACTED] called [REDACTED] to make an enquiry under policy number: [REDACTED], in which he informed that the contents would be held in storage at address: [REDACTED]. Please note that at no time during the call did [REDACTED] ask/enquire about flood cover. Furthermore, [REDACTED] did not request for an additional copy of the PDS to be provided.

We confirm that the policy coverage has not changed since the time policy number: [REDACTED] was incepted on 27 February 2008 and, unfortunately, does not include cover for flood. Accordingly, NRMA is not obliged to provide you with an additional copy of the PDS.

Therefore, as we cannot identify any error on the part of NRMA Insurance, we restate our previous decision that NRMA will not be indemnifying you for this matter.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Yours sincerely,

[REDACTED]  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

11 April 2011

[REDACTED]  
Westlake Dr  
WESTLAKE QLD 4074

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact

Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

20 April 2011

[REDACTED]  
Blackall St  
BASIN POCKET QLD 4305

[REDACTED]  
[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley

Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

27 April 2011

[REDACTED]  
Hart St  
BUNDAMBA QLD 4304

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your clients' case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain in the upper catchments which some time later overflowed the banks of the Brisbane and/or Bremer River and caused damage to your clients' home.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Old Floods - Hydrology reports'.



Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

31 March 2011

[REDACTED]  
ASHGROVE QLD 4060

[REDACTED]  
**Our Reference:**

**Site Address:** [REDACTED] MANKINNA ST JINDALEE QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

We have considered your suggestion that "water came from the drain" and as a result of the release of water from the Wivenhoe Dam. We have investigated this and confirm that both scenarios fall under the definition of Flood (see page 70 of your PDS).

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley

Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

99

1 April 2011

[REDACTED]  
TEWANTIN QLD 4565

[REDACTED]

**Our Reference:** [REDACTED]  
**Site Address:** [REDACTED] Utzon St YERONGA QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods -- Hydrology reports'.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 5 June 2009. We have fully investigated this and you were asked if you would like further information about the policy over the phone, but declined this and agreed to read the certificate of insurance and PDS once this was received.


We have also considered your suggestion that you were provided with the NRMA Insurance NSW PDS incorrectly. We have also investigated this and confirm that a copy of the NRMA Insurance QLD PDS was sent to you with your new business on 7 June 2009. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



5 May 2011

Legal Aid Queensland  
[REDACTED]  
GPO Box 2449  
BRISBANE QLD 4001

RECEIVED  
- 5 MAY 2011

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227691  
Trading as NRMA Insurance

BY: .....

GPO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

[REDACTED]  
Our Reference: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Ormonde Rd, Yeronga QLD 4104

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from our assessor, a hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

In your client's NRMA-Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your client's local area.

In your client's case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to the property.

Whilst we acknowledge the unfortunate nature of your client's loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your client's claim.

We have considered your client's concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

Therefore, we as cannot identify any error on the part of NRMA Insurance, we maintain our position that NRMA has complied with Sections 13 and 35 of the ICA, as well as the Corporations Act 2001.

We have also considered your suggestion that your client was misinformed about policy coverage when they called during the month of October 2007. We have fully investigated this and confirm we were not able to find a call record for this period therefore your allegations are unsubstantiated.

More importantly, the details of your client's policy coverage including any exclusions are set out in the PDS sent to your client at new business 28<sup>th</sup> November 2007. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

We have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

With regard to your request for transcripts of your client's proposals for insurance and record of this claim, etc. please note that none of these have been transcribed. However, if you would like a copy of any of these, please complete the attached "Privacy Access Request Form" and forward to the relevant area for processing. Please note the applicable fee will apply in accordance with your request.

Please be aware that although we are committed to providing you with our final decision, you may pursue this matter externally to NRMA Insurance and your options include:

- Financial Ombudsman Service Limited  
• GPO Box 3 - Melbourne, Victoria 3001  
1300 780 808  
[www.fos.org.au](http://www.fos.org.au)
- Alternative legal options.

Yours sincerely,

  
Case Manager  
Customer Relations

1 April 2011

[REDACTED]  
NEW FARM QLD 4005

[REDACTED]  
**Our Reference:** [REDACTED]

**Site Address:** [REDACTED] Sydney Street NEW FARM QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.



Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

3 May 2011

[REDACTED]  
SEVENTEEN MILE ROCKS QLD 4073

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a

panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

6 April 2011

Legal Aid Queensland

[REDACTED]  
GPO Box 2449  
BRISBANE QLD 4001

[REDACTED]  
**Our Reference:** [REDACTED]  
**YOUR REFERENCE:** [REDACTED]  
**OUR INSURED:** [REDACTED]  
**SITE ADDRESS:** [REDACTED] Dobell St, INDOOROOPILLY QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in the local area.

In your clients' case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your clients' home.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

To help understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered the suggestion that your client was not advised that flood is not covered when she took out the policy on 28 September 2010. We have fully investigated this and confirm she was advised that she was not covered for flood.

More importantly, the details of the policy coverage including any exclusions are set out in the PDS sent to your client at new business on 28<sup>th</sup> September 2010. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

With regard to your request for a call transcript at new business, please find enclosed a copy of the Personal Information Access Request form. Please complete the form and send to the fax number or address outlined for your request to be processed accordingly

Please accept this letter as our final decision. Should your client not accept this decision, she may wish to pursue this further and her options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- legal action.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517

Fax: 1800 649 290

19 April 2011

[REDACTED]  
Kenny Street  
FIG TREE POCKET QLD 4069

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



10 May 2011

[REDACTED]  
BRISBANE QLD 4001

[REDACTED]  
**Policy Number:** [REDACTED]  
**Claim Numbers:** [REDACTED]  
**Site Address:** [REDACTED] STEVENS ST YERONGA QLD

**Policy Number:** [REDACTED]  
**Claim Number:** [REDACTED]  
**Site Address:** [REDACTED] STEVENS ST YERONGA QLD

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstance of the claims taking into account the concerns outlined in your correspondence, together with reports from our assessor and individual hydrology reports for both site addresses.

**Re: Denial of the claim in accordance with NRMA Home Building and Contents Insurance terms and conditions.**

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for Worley Parsons to make further enquiries on our behalf and their reports are attached for your perusal. In relations to both site addresses, WorleyParsons reported in part as follows:

*"The total volume of rainfall that fell occurred between 10:00 and 15:00 on Tuesday 11<sup>th</sup> January 2011 (known to have been a 1 to 2 years ARI rainfall event) was calculated as being approximately 4,200 m<sup>3</sup>. Taking a conservative, worst-case scenario approach and supposing that all of the runoff from the catchment flowed directly into the 1.7 hectare low lying area adjacent to the site (refer Figure 2), the maximum depth of ponding that could*

*have occurred is only around 0.25 metres. Therefore, local runoff could not have made any contributions to the inundation that occurred in the area between Tuesday 11<sup>th</sup> January 2011 and Thursday 13<sup>th</sup> January 2011.....*

*The causative rainfall that affected river levels in the Brisbane River in this area is known to have ended approximately 15:00 on Tuesday 11<sup>th</sup> January 2011 leaving an interval of 33 hours to the peak of the inundation at the property"*

Furthermore, WorleyParsons concluded that the damage to both the abovementioned properties "was caused by flood water escaping from the normal confines of the Brisbane River and backing up the local drainage system and inundating low-lying areas."

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

**Re: The NRMA Insurance website and your suggestion that NRMA has engaged in conduct that is misleading or deceptive or is likely to mislead or deceive under section 52 of the Trade Practices Act.**

We have considered your concerns about information on the NRMA Insurance website and note that in your e-mail dated, 11 March 2011, you provided us with attached copies of information from the NRMA website. You also noted that "there was no exclusion of Queensland from the extended flood coverage."

Please note that the one page print out with the header, "Flood cover – Flood insurance – NRMA Insurance" is only page "1 of 2" and page "2 of 2" is not attached and the paragraph actually states as follows:

*"If you have a current policy with NRMA Insurance and we've identified that your address is more prone to flooding, we'll be in contact to let you know and to also give you the choice of including the flood cover or not including it in your policy. You can do this when we contact you or when we renew your policy"*

More importantly, on that second page under the heading "Need more information?" it states:

*"NRMA Insurance is a provider of car insurance, motorcycle insurance, home insurance, business insurance, travel insurance, boat insurance and caravan insurance in NSW, ACT and TAS. Get your insurance quotes today. For insurance in other states and territories visit NRMA Insurance in QLD, SGIO Insurance in WA or SGIC Insurance in SA."*

Therefore, it is clear that the abovementioned information relating to "Flood Cover" is

in relation to NSW, ACT and TAS only.

With regard to paragraph 23 of your correspondence and the attached Screen Print of the NRMA NSW website, we have reviewed the specific web page you have raised and we wish to highlight that, despite any changes made to our website, all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case these pages relate NSW, ACT and Tasmania. The attached Screen Print that you have provided us confirm this to be the case. Therefore, we deny your allegations that NRMA has engaged in conduct that is misleading or deceptive or is likely to mislead or deceive in relation to our website. Accordingly, NRMA is not in breach of the Trade Practices Act.

More importantly, the details of your policy coverage including any exclusions are set out in the NRMA PDS and we highlight that since the inception of both of the abovementioned policies, the policy coverage has not changed and NRMA does not include cover for flood in Queensland.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

6 April 2011

[REDACTED]  
FORTITUDE VALLEY QLD 4006

[REDACTED]  
Our Reference: [REDACTED]  
Site Address: [REDACTED] Dudley St, Highgate Hill QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy,

please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia, has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have also considered your concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you when you incepted the policy on 14 August 2007. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

16 September 2011

Caxton Legal Centre

[REDACTED]  
1 Manning Street  
SOUTH BRISBANE QLD 4101

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

[REDACTED]  
**Our References:**

**Policy Number:** [REDACTED]

**Our Insured:** [REDACTED]

**Site Address:** [REDACTED] Dudley St, Highgate Hill, QLD (the property)

We refer to our final decision letter dated 6 April 2011 and correspondence from Jacqui Cavanagh dated 21 July 2011, requesting that we carry out a further review of this matter.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from; our assessor (copy enclosed), the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) dated 17 February 2011 and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

**NRMA's provision of the Product Disclosure Statement and your suggestion that NRMA failed to clearly inform the Insured of the relevant exclusion**

We have considered your suggestion that the Insured was not informed that flood was an exclusion under the NRMA Home Insurance Contents policy.

We note that a call recording is not available from when the policy was inception on 14 August 2007. However, we can confirm a mail trace has found that a copy of the NRMA Home Insurance Contents Product Disclosure Statement and Policy Booklet (PDS) was sent to the Insured with their new business Certificate of Insurance when the policy was inception. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised the Insured of the relevant policy conditions in writing.

#### Hydrology Issues.

Based on the expert reports from our assessor, WorleyParsons and the ICA report, we consider that the proximate cause that damaged the property to be flood.

Nevertheless, based on the additional information you have provided, we are prepared to arrange an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues you raised in your correspondence dated, 21 July 2011. However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with the Insured if they are agreeable to this and if so we will arrange for WorleyParsons to contact you and/or the Insured directly to arrange a suitable date and time to inspect the property.

Alternatively, if this is not acceptable to [REDACTED], the external dispute options are outlined below.

#### Request for information relied upon to make our final decision.

We have enclosed a copy of the Certificate of Insurance and NRMA PDS which sets out the terms and conditions of the cover we provide. In addition, we have attached a copy of the claims lodgment screenshot from NRMA's Claims "BONUS" system.

We have also enclosed a copy of the mail trace carried out by NRMA which confirms that a copy of the relevant Certificate of Insurance and PDS were sent to the Insured.

We are also aware that the Insured has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We look forward to your response regarding the property hydrology inspection/report.

Alternatively, should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



3 May 2011

McIness Wilson Lawyers

GPO Box 1089  
BRISBANE QLD 4001

Our Reference:  
Your Reference:  
Our Insured:  
Site Address:

Lyndon Way, Karalee, QLD 4306

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your clients' claim taking into account your concerns together with reports from our assessor, [REDACTED] and an individual hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your clients' NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your clients' local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Lyndon Way, Karalee was caused by flows exceeding the natural confines of the Bremer River and expanding across the property. Due to the source and timing of inundation at the property, inundation at [REDACTED] Lyndon Way, Karalee would be classified as a Category '4' event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties

faced as a result of the flooding in Karalee your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your clients' suggestion that he was not informed that flood was an exclusion under the NRMA home Insurance policy. We have fully investigated this but were unable to obtain a copy of the call recording from the time of the inception of the policy. However, we can confirm that a copy of the NRMA Home Insurance QLD PDS was sent to your client on the 3 August 2010. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised Mr Whitten of the relevant policy conditions in writing.

Please accept this letter as our final decision. Should your clients' not accept this decision, you may wish to pursue this further and your clients' options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- alternative legal options

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

29 April 2011

[REDACTED]  
SUNNYBANK HILLS, QLD 4109

[REDACTED]  
**Situation Address:** [REDACTED] Dewsbury Street, MIDDLE PARK, QLD 4074  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (woney Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

31<sup>st</sup> March 2011

[REDACTED]  
Graceville Ave  
GRACEVILLE QLD 4075

**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you. Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in

various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have also considered your concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS sent to you when you incepted the policy. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

We have also considered your suggestion that you were provided with the NRMA Insurance NSW PDS incorrectly. We have fully investigated this and confirm that a copy of the NRMA Insurance QLD PDS was sent to you with your new business. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

With regard to your request for copy of the Print Trace, please find enclosed a copy of the Personal Information Access Request form. Please complete the form and send to the fax number or address outlined for your request to be processed accordingly.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

3 May 2011

[REDACTED]  
TOOWONG QLD 4066

[REDACTED]  
**Our Reference:** [REDACTED]

**Site Address:** [REDACTED] Nindethana St, Indooroopilly QLD 4068

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in

various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have also considered your concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to your solicitor and/or other legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



14<sup>th</sup> April 2011

[REDACTED]  
[REDACTED] Lower River Terrace  
SOUTH BRISBANE QLD 4101

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

On the 17<sup>th</sup> January 2011 a claim was lodged food spoilage and temporary accommodation. The details of the claim were recorded as follows:

*"AS A RESULT OF RISING WATERS POWER HAS BEEN SWITCHED OFF AT INSUREDS PROPERTY ON 12/1 AND IS STILL OFF AT THIS STAGE AND AS A RESULT FOOD ITEMS WILL BE LOST"*

The issue in dispute is in regards to the denial of cover for temporary accommodation.

We refer you page 22 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading *"Temporary Accommodation- strata title owners or tenants that cannot live in their home"* where it states:

*"If you are a tenant or property owner under a strata or similar scheme and as a result of an incident described on pages 6 to 17 you cannot live in your home, and we have agreed to pay your claim*

*we will under contents insurance*

- pay for temporary accommodation that we agree is reasonable and appropriate for you, your family and your pets....."*

After considering all aspects of your claim, we confirm that NRMA Insurance will be maintaining its decision not to cover your claim for temporary accommodation as no damage has occurred to your property as a result of a listed event.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service

GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

6 April 2011

[REDACTED]  
FIG TREE POCKET QLD 4069

[REDACTED]  
Our Reference: [REDACTED]  
Site Address: [REDACTED] Dudley St, Highgate Hill QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

24 May 2011

[REDACTED]  
PADDINGTON QLD 4064

[REDACTED]  
**Our Reference:** [REDACTED]

**Site Address:** [REDACTED] Boundary Rd Indooroopilly

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Landlord Insurance Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld

Floods – Hydrology reports’.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 5 June 2006. We have fully investigated this and confirm you were advised that you were not covered for flood.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS sent to you with your certificate of insurance on 6 June 2006. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

4 April 2011

[REDACTED]  
INDOOROOPILLY QLD 4068

[REDACTED]  
**Our Reference:** [REDACTED]  
**Site Address:** [REDACTED] Lawson St Oxley QLD 4075

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a

panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Old Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



28 April 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference:  
Your Reference  
Our Insured:  
Site Address:

QUEENSBOROUGH PDE KARALEE QLD 4306

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your clients' concerns together with reports from our assessor, and Hydrologists, Worley Parsons Services Pty Ltd (WorleyParsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for Worley Parsons to make further enquiries on our behalf and their report is attached for your perusal. Worley Parsons reported in part:

*"In our opinion, the inundation of the property at 12 Queensborough Parade, Karalee was caused by flows exceeding the natural confines of the Bremer River backing up the unnamed creek and expanding across the property.*

*Due to the source and timing of inundation at the property, inundation at 12 Queensborough Parade, Karalee would be classified as a **Category '4'** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Karalee, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should your client not accept this decision, they may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

2 May 2011

[REDACTED]  
ANNERLEY, QLD, 4103

[REDACTED]  
**Our Reference:** [REDACTED]  
**Site Address:** [REDACTED] Nathan Street, EAST IPSWICH, QLD 4103

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA Landlord Insurance PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley

Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

20 April 2011

[REDACTED]  
BUNDAMBA QLD 4304

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this

to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

16 May 2011

Legal Aid Queensland

[REDACTED]  
GPO Box 2449  
BRISBANE QLD 4001

[REDACTED]  
**OUR REFERENCE:** [REDACTED]  
**YOUR REFERENCE:** [REDACTED]  
**YOUR CLIENT:** [REDACTED]  
**SITE ADDRESS:** [REDACTED] Aima Street, GAILES, QLD 4300

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your client's claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your client's case, the expert advice confirms that damage to your client's home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper

catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your client's loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your client's claim.

To help you understand our decision we have enclosed a copy of the NRMA Insurance (NRMA) PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Old Floods – Hydrology reports'.

We have considered your suggestion that your client was not informed that flood was an exclusion under the NRMA Building and Contents Policy as it was incepted via the internet.

I confirm that the first page in purchasing the policy highlights the PDS. It states:

*"Before you begin your application, please read and download the NRMA Home Insurance Product Disclosure Statement and Policy Booklet.*

*The policy booklet can be read with Adobe Acrobat Reader.*

*The booklet contains detailed information about:*

- *What you are and are not covered for;*
- *When we may refuse or reduce a claim; and*
- *How we collect, use and disclose your personal information"*

Furthermore, as you have acknowledged that a copy of the NRMA PDS was sent to your client with their new business Certificate of Insurance on 23 November 2008 and we note that the policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised [REDACTED] of the relevant policy conditions in writing.

We also refer you to page 50 of the PDS under the heading *"21 day cooling off period"* which



states:

*"If you are not satisfied with your Policy, you have a cooling-off period that allows you to cancel you Policy within 21 days of it being issued. You can do this by notifying us within 21 days of your policy being issued*

*If you do, we will*

- *give you full refund of the premium you have paid...."*

We have also considered your client's concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

With regard to your "google search" reference, we confirm that NRMA Insurance does not have any control over Google or any other internet search engine. However, had Mr Cannell searched via the NRMA Insurance website, as per above, there would be no confusion with regard to the level of cover provided by NRMA Insurance.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

2 May 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference:  
YOUR REFERENCE  
OUR INSURED:  
SITE ADDRESS:

Heathrow St OXLEY QLD 4075

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your clients' claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your client's case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your clients' suggestion that she was not informed that flood was an exclusion under the NRMA home Insurance policy. We can confirm that a copy of the NRMA Home Insurance QLD PDS was sent to your clients' on the 1st May 2005. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised [REDACTED] of the relevant policy conditions in writing.

Please accept this letter as our final decision. Should your clients' not accept this decision, you may wish to pursue this further and your clients' options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

[REDACTED]  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

121  
~~152~~

9 May 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

[REDACTED]

Our Reference: [REDACTED]  
Your Reference: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Tivoli Hill Rd, Tivoli QLD 4305

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your client's local area.

In your clients' case, the expert advice confirms that damage to your client's home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client has previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should they require another copy, please contact Customer Relations and we will arrange for this to be sent to you or your client's.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that your clients were not informed that flood was an exclusion under the NRMA Landlord Insurance policy. We can confirm that a copy of the NRMA Landlord Insurance QLD PDS was sent to your clients with their new business Certificate of Insurance on 20<sup>th</sup> October 2006. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised Mr Dack and Miss Hillman of the relevant policy conditions in writing.

Please accept this letter as our final decision. Should your client not accept this decision, they may wish to pursue this further and their options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your client's claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

3 June 2011

[REDACTED]  
TAREN POINT QLD 2229

[REDACTED]  
Our Reference: [REDACTED]  
Situation Address: [REDACTED] Horizon Dr Westlake

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology

reports'.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 7 January 2011. We have fully investigated this and confirm you were advised that you were not covered for flood.

Furthermore, as per your email date 20 March 2011, you were fully aware that your previous NRMA NSW policy [REDACTED] was cancelled and the new policy [REDACTED] would be effective from the same date. In fact, we also note that we reimbursed you \$100.95 of your policy premium.

With regards to your comments as to why there was a need to cancel your NSW policy. We confirm that the insurance cover in Queensland is not the same as in NSW and in particular it does not cover flood in Queensland.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

[REDACTED]  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

21 April 2011

[REDACTED]  
PO Box 114  
BRISBANE MARKET QLD 4106.

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact



Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

28 April 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference: [REDACTED]

Your Reference: [REDACTED]

Our Insured: [REDACTED]

Site Address: [REDACTED]

Queensborough Pde KARALEE QLD 4306

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your clients' concerns together with reports from our assessor, [REDACTED] and Hydrologists, WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Queensborough Parade, Karalee was caused by flows exceeding the natural confines of the Bremer River backing up the unnamed creek and expanding across the property.*

*Due to the source and timing of inundation at the property, inundation at [REDACTED] Queensborough Parade, Karalee would be classified as a Category '4' event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Karalee, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the

NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you client not accept this decision, they may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

28 April 2011

[REDACTED]  
[REDACTED] Horizon Drive  
WESTLAKE, QLD, 4074

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area

on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service:  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

19<sup>th</sup> April 2011

[REDACTED]

EMERALD QLD 4720

[REDACTED]

Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from RPS Australia East Pty Ltd (RPS).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain or very little rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchment of the Nogoa River which some time later overflowed and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in your local area Emerald, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the RPS report dated 20<sup>th</sup> January 2011, which sets out the cause of the flooding in the Emerald area on 30<sup>th</sup>

December 2010 to 1<sup>st</sup> January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

3<sup>rd</sup> May 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference:

Your Reference:

Our Insured:

Site Address:

Bradfield Dr BRASSALL QLD 4305

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor, Mr Nathan Larkin and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your clients' NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your clients' case, the expert advice confirms that damage to your client's home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.



To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your clients' have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

With regard to your request for transcript of proposal for insurance, claim records and transcripts of telephone conversations, please find enclosed a copy of the Personal Information Access Request form. Please complete the form and forward to the relevant area for processing. Please note the applicable fee may apply in accordance with your request

Please accept this letter as our final decision. Should your clients' not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

4 May 2011

[REDACTED]  
Esplanade  
YERONGA, QLD 4104

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact

Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

28 April 2011

Legal Aid Queensland  
Attn: Paul Holmes  
GPO Box 2449  
BRISBANE QLD 4001

Dear Mr Holmes,

Our Reference: [REDACTED]  
YOUR REFERENCE: [REDACTED]  
OUR INSURED: [REDACTED]  
SITE ADDRESS: [REDACTED] Leybourne St CHELMER QLD 4068

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 3S of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in the local area.

In your clients' case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your clients' home.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

To help understand our decision we have enclosed a copy of the NRMA PDS which sets out the

terms and conditions of the cover we provide.

We are also aware that your client has previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that your clients were not informed that flood was an exclusion under the NRMA Home Insurance policy. We can confirm that a copy of the NRMA Home Insurance QLD PDS was sent to your clients with their new business Certificate of Insurance on 6<sup>th</sup> February 2008. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised [REDACTED] of the relevant policy conditions in writing.

Please accept this letter as our final decision. Should your client not accept this decision, she may wish to pursue this further and her options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

[REDACTED]  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

27 April 2011

Spranklin McCartney Lawyers  
Attn: Elizabeth Rebolledo  
PO Box 207  
HOLLAND PARK, QLD 4121

Dear Miss Rebolledo,

Our Reference: [REDACTED]  
Your Reference: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Voyager Drive ,Karalee ,QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an individual hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

"In our opinion, the inundation of the property at [REDACTED] Voyager Drive, Karalee was caused by water escaping the confines of the Bremer River channel and expanding across the property.

Due to the source and timing of inundation at the property, inundation at [REDACTED] Voyager Drive, Karalee would be classified as a Category '4' event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that your client's were not informed that flood was an exclusion under the NRMA Home Insurance Building and Contents. We can confirm that a copy of the NRMA PDS Home Insurance Building and Contents was sent to your clients with their new business Certificate of Insurance on 9 July 2009. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised [REDACTED] of the relevant policy conditions in writing.

We have also considered your concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS sent on 9 July 2009. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision: Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



19 April 2011

[REDACTED]  
Dobell St  
INDOOROPILLY QLD 4068

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact

Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

With regard to your request for policy schedule, please find enclosed a copy of the Personal Information Access Request Form. Please complete the form and send to the fax number or address outlined for your request to be processed accordingly.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

27 April 2011

[REDACTED]  
Moolabin Cres  
YEERONGPILLY QLD 4105

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area

on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

With regard to your request for a copy of the mailtrace, please find enclosed a copy of the Personal Information Access Request form. Please complete the form and send to the fax number or address outlined for your request to be processed accordingly.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



10 August 2011

Caxton Legal Centre Inc.  
Attn: Ms Jodi Gardner  
1 Manning Street  
SOUTH BRISBANE QLD 4101

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

Dear Ms Gardner,

Our References:

Policy Number:

Our Insured:

Site Address:

Moolabin Cres. YEERONGPILLY, QLD (the property)

We refer to our final decision letter dated 27 April 2011 and your correspondence dated 21 July 2011, requesting that we carry out a further review of this matter.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from; our assessor, the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

**NRMA's Misrepresentations as to Policy Coverage and Provision of the Product Disclosure Statement.**

We note that although the Insured has been insured with NRMA Insurance (NRMA) for a number of years, this policy commenced on 15 July 2010.

We have reviewed the policy inception call recording from 7 July 2010 and confirm that the Insured was advised by the NRMA consultant that "flood" was excluded from cover. We have attached a copy of this call recording for your reference (refer to 26 minutes 58 seconds of recording).

We have also considered the Insured's concerns about information on the NRMA Insurance website. We refer you to the NRMA Insurance website ([www.nrma.com.au](http://www.nrma.com.au)) and have attached a screenshot of same for your perusal.

We note that the NRMA Insurance website has clearly defined links to the different insurance policies and products available. In particular, we note that there are links that refers customers to "[NRMA Insurance NSW, ACT & TAS](#)" and "[NRMA Insurance QLD](#)" accordingly.

We also refer to page 2 of your correspondence under paragraph 3 which states as follows:

██████████ son looked at the NRMA website at the top of the screen in very small writing, it stated that this website was only for New South Wales, Australian Capital Territory and Tasmania. There was a separate website for Queensland policies, which did not state that the insurance policy included cover for damage caused by floods."

We confirm that by your own admission, the Insured's son, acting on behalf of the Insured, was aware of the Queensland web link and chose not to refer to it.

Furthermore, we wish to highlight that, despite any changes made to the NRMA website in relation to flood cover, all of our web pages carry a map and notation at the top of each page to identify the relevant state. We note that this was the case before and after the claims were made. In any event, the changes made were for clarity only and relate to NSW, ACT and Tasmania. Therefore, as we can not identify any error on the part of NRMA, we deny any liability in this regard.

With regard to the website you have made reference to (address of <http://flood-insurance.com.au/home-insurance/nrma-flood-cover-common-faqs>), this website and its content is not owned and/or run by and/or managed by NRMA Insurance. Accordingly, we can not accept any liability by any misinformation on this website.

More importantly and as outlined in our final decision letter dated 27 April 2011, the details of the policy coverage including any exclusions are set out in the PDS most recently sent to the Insured along with his Certificate of Insurance on or about 8 July 2010. We restate, the policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Therefore, we have complied with Sections 13 and 35 of the *Insurance Contracts Act 1984* (the Act) and clearly advised the Insured of the relevant policy conditions both in writing and verbally. Furthermore, we submit that in accordance with Section 35(2) of the Act, "the insured knew, or a reasonable person in the circumstances could be expected to have known" of the relevant flood exclusion.

#### Hydrology Issues.

Based on the additional information provided, we are prepared to arrange an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues you raised in your correspondence dated, 21 July 2011. However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with ██████████ if he is agreeable to this and if so we will arrange for WorleyParsons to contact you and/or the Insured directly to arrange a suitable date and time to inspect the property.

Alternatively, if this is not acceptable to ██████████ the external dispute options are outlined below.

**Request for information relied upon to make our final decision.**

We have enclosed a copy of the Certificate of Insurance and NRMA PDS which sets out the terms and conditions of the cover we provide, as well as a copy of the policy inception call recording. In addition, we have attached a copy of the claims lodgment screenshot from NRMA's Claims "BONUS" system.

In addition, we will also be forwarding you (via separate mail) a copy of the mail trace carried out by NRMA which confirms that a copy of the relevant Certificate of Insurance and PDS were sent to the Insured.

We are also aware that the Insured has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We look forward to your response regarding the property hydrology inspection/report. Alternatively, should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Yours sincerely,



Senior Case Manager  
Customer Relations  
Ph [REDACTED]  
Fax: 1800 649 290

18 April 2011

[REDACTED]  
[REDACTED] Lather Rd  
BELLBOWRIE QLD 4069

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area



on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

10 May 2011

[REDACTED]  
[REDACTED]  
[REDACTED]  
PULLENVALE, QLD 4069

[REDACTED]  
**Our Reference:** [REDACTED]

**Site Address:** [REDACTED] Gillan Street, NORMAN PARK, QLD 4170

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area

on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 11<sup>th</sup> September 2001. We have fully investigated this and confirm that unfortunately NRMA did not have call recording facilities at the time.

Nevertheless, the details of your policy coverage, including any exclusions, are set out in the PDS, we note the policy coverage has not changed since you incepted the policy and, unfortunately, does not include cover for flood.

With regard to your reference to the *"Weekend Australian newspaper March 26 (page 5) headed "Operator of dam invented rain data" and whether our "hydrologists (have) taken into account this evidence of human error?"* We confirm that this has been considered as part of our review of this matter.

In this regard, we note that the onus is on you, as the insured, to establish that an insurable event has occurred. In this case, in spite of whether or not there was "human error" that may have contributed to the loss, we confirm that "human error" is not an insurable event.

Therefore, as the experts have confirmed that the proximate cause of the damage to your property was not by "storm" or any other insurable event, in fact, the damage was as a result of "flood" which is excluded from cover, NRMA is entitled to deny indemnity.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
Please note that this matter must be pursued within 2 years from the date of this letter.
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

136

9 April 2011

[REDACTED]  
FERNVALE QLD 4306

[REDACTED]  
Our Reference: [REDACTED]  
Site Address: [REDACTED] Selwyn St BOOVAL QLD 4304

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the Incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

21 April 2011

[Redacted]

[Redacted] Margate Street  
MT GRAVATT QLD 4122

[Redacted]

Our Reference: [Redacted]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [Redacted] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

We have considered your suggestion that you were not informed that flood was an exclusion under the NRMA Home Insurance policy. We can confirm that a copy of the NRMA Home Insurance QLD PDS was sent to you with the new business Certificate of Insurance on 30 September 2009 to address 18/20 Egmont Street, SHERWOOD QLD 4075 . The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised you of the relevant policy conditions in writing.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have also considered your concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS sent to you at new business. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

With regard to your request for copies of telephone conversation, all correspondence and mail trace please find enclosed a copy of the Personal Information Access Request form. Please complete the form and forward to the relevant area for processing. Please note that an applicable fee may apply in accordance with your request.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)


*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.



Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

3 May 2011

Legal Aid Queensland  
Attn: Paul Holmes  
GPO Box 2449  
BRISBANE QLD 4001

Dear Mr Holmes,

**Our Reference:** [REDACTED]  
**YOUR REFERENCE:** [REDACTED]  
**OUR INSURED:** [REDACTED]  
**SITE ADDRESS:** [REDACTED] Dobell St, INDOOROOPIILLY QLD 4068

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your clients' claim taking into account your clients' concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your clients' case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your clients' home.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client has previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that your client was not clearly informed about policy coverage when taking out the policy on the 11<sup>th</sup> February 2009. We have fully investigated this and confirm your client was advised that they were not covered for flood.

More importantly, the details of the policy coverage including any exclusions are set out in the PDS. We can confirm that a copy of the NRMA Home Insurance QLD PDS was sent to your client with their new business Certificate of Insurance on 12<sup>th</sup> February 2009. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the Insurance Contracts Act 1984 and clearly advised [REDACTED] of the relevant policy conditions.


With regard to your request for transcript of proposal for insurance, claim records and transcripts of telephone conversations, please find enclosed a copy of the Personal Information Access Request form. Please complete the form and forward to the relevant area for processing. Please note the applicable fee may apply in accordance with your request

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- alternative legal options

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

10 May 2011

[REDACTED]  
[REDACTED] Bankswood Court  
CAMIRA, QLD 4300

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Building and Contents Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "*Storm*" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
Please note that this matter must be pursued within 2 years from the date of this letter.
- Seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

10 June 2011

Legal Aid Queensland  
Attn: Mr Paul Holmes  
GPO Box 2449  
BRISBANE QLD 4001

Dear Mr Holmes,

**Our Reference:** [REDACTED]  
**Your Reference :** [REDACTED]  
**Our Insured:** [REDACTED]  
**Site Address:** [REDACTED] Warren St, St Lucia QLD

We refer to the abovementioned claim and your clients request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your clients claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for Worley Parsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of [REDACTED] Warren Street, St. Lucia was caused by flood water escaping the normal confines of the Brisbane River as well as backing up through storm water infrastructure located along Munro Street.*

*Due to the source and timing of inundation at the site, the event would be classified as **Category 4** based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your clients loss and the difficulties faced as a result, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity.

To help your client to understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

More importantly, the details of your clients' policy coverage including any exclusions are set out in the PDS most recently sent to your client with their certificate of insurance on 29 October 2004. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Seek alternative legal avenues.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290



11 May 2011

Legal Aid Queensland  
Attn: Paul Holmes  
GPO Box 2449  
BRISBANE QLD 4001

Dear Mr Holmes,

Our Reference: [REDACTED]  
YOUR REFERENCE: [REDACTED]  
OUR INSURED: [REDACTED]  
SITE ADDRESS: [REDACTED] Brougham Street FAIRFIELD QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PD5). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in the local area.

In your clients' case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your clients' home.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

To help understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client has previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note, our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have also considered your client's concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate to NSW, ACT and Tasmania, not Queensland.

More importantly, the details of your policy coverage, including any exclusions, are set out in the PDS most recently sent to you with your new business documents in March 2010. The policy coverage has not changed since that time and; unfortunately, does not include cover for flood.

With regard to your comments regarding the accuracy of the hydrologist report, we note that the onus is on the insured to establish that an insurable event has occurred. Your client has not provided an expert report that supports their allegations. Therefore, as the experts have confirmed that the proximate cause of the damage to their property was not by "storm" or any other insurable event, in fact, the damage was as a result of "flood" which is excluded from cover, NRMA is entitled to deny indemnity.

Please accept this letter as our final decision. Should your client not accept this decision, she may wish to pursue this further and her options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal action.

Thank you for your patience during the review of your claim.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

15 April 2011

[REDACTED]  
[REDACTED] Westlake Drive  
RIVERHILLS QLD, 4074

[REDACTED]  
[REDACTED]  
Our Reference: [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor [REDACTED] and Hydrologists, Worley Parsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Westlake Drive, Riverhills was caused by water escaping the normal confines of the Brisbane River backing up along the drainage easement to the rear of the property.*

*Considering the large size of the Brisbane River, time interval between the peak flood level occurring at the property and the end of the causative rain event in the upper catchment, the flood inundation through the property would be classified as a category 4 event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol".*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

18 May 2011

Legal Aid Queensland  
Attn: Mr Paul Holmes  
GPO Box 2449  
BRISBANE QLD 4001

Dear Mr Holmes,

**Our Reference:** [REDACTED]  
**Your Reference:** [REDACTED]  
**Our Insured:** [REDACTED]  
**Site Address:** [REDACTED] Janet St NORTH BOOVAL QLD 4304

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in the local area.

In your clients' case, the expert advice confirms that damage to your client's home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

6 September 2011

Legal Aid Queensland  
Attn: Mr Paul Holmes  
44 Herschel Street  
BRISBANE QLD 4100

Dear Mr Holmes,

Our References:

Policy Number:

Our Insured:

Site Address:

Janet St, North Booval, QLD (the property)

We refer to our final decision letter dated 18 May 2011 and your correspondence dated 3 June 2011, requesting that we carry out a further review of this matter.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from; our assessor, the hydrology reports from WorleyParsons Services Pty Ltd (WorleyParsons) dated 17 February 2011 and 11 July 2011, as well as the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

**NRMA's Policy Coverage and the insured's allegation that we have breached section 13 of the *Insurance Contracts Act 1984*.**

We note that this policy commenced on 14 October 2010.

We have considered the Insured's concerns about information on the NRMA Insurance website. We refer you to the NRMA Insurance website ([www.nrma.com.au](http://www.nrma.com.au)) and have attached a screenshot of same for your perusal.

We note that the NRMA Insurance website has clearly defined links to the different insurance policies and products available. In particular, we note that there are links that refers customers to "[NRMA Insurance NSW, ACT & TAS](#)" and "[NRMA Insurance QLD](#)" accordingly.

We also refer you to the Home Contents Insurance Application which is located on the NRMA Insurance website to obtain a quote and have attached the relevant screenshots of the same for your perusal. Under the heading "Policy Coverage" it states:

*"Before you begin your application, please read and download the NRMA Home Insurance Product Disclosure Statement and Policy Booklet (PDF).*



*The policy booklet can be read with Adobe Acrobat Reader.  
The booklet contains detailed information about...what you are and are not covered for..."*

A series of questions are asked in order to calculate a premium and a quote number is provided once these questions have been completed.

Once a quote number is provided there is an option which leads on to purchasing the policy, where it again refers to the "Policy Coverage" states:

*"Before you begin your application, please read and download the NRMA Home Insurance Product Disclosure Statement and Policy Booklet (PDF).*

*The policy booklet can be read with Adobe Acrobat Reader.  
The booklet contains detailed information about...what you are and are not covered for..."*

We have attached the relevant screenshots of same for your perusal.

We refer to page 2 of your correspondence under paragraph 3 which states as follows:

*"I don't remember any exclusions popping up when I did it online. I ticked the standard terms and conditions declarations at the bottom. Because nothing flogged during the quote process so I didn't read the fine print. It didn't occur to me. Probably didn't occur to a million other people either. I was thinking about a general contents policy. I didn't think about specific events"*

We confirm that by her own admission, the Insured's daughter, acting as a representative on behalf of the insured, was aware that before starting the application, to read and download the NRMA Home Insurance Product Disclosure Statement and Policy Booklet (PDS), and chose not to, "read the fine print" and proceeded to purchase the policy without confirming if the policy coverage was suitable to the Insured's circumstances.

We refer to page 2 of your correspondence under paragraph 1 which states as follows:

*"I had worked in banking and insurance previously for about 10 years. I'm not naive to the process, I knew what I should look for."*

Furthermore, by her own admission, the Insured's daughter stated that she was aware of the need to check the policy terms and conditions, but chose to ignore these. In this regard, we note that the onus is on the Insured and/or their representative, to check the terms and conditions of the policy as well as policy coverage to ensure that they are satisfied with the level of cover.

More importantly and as outlined in our final decision letter dated 18 May 2011, the details of the policy coverage including any exclusions are set out in the PDS which was sent to the Insured along with his Certificate of Insurance on 14 October 2010. We have enclosed a

copy of the mail trace for your reference. We restate, the policy coverage has not changed since that time and this does not include cover for flood.

Therefore, we have complied with Sections 13 and 35 of the *Insurance Contracts Act 1984* (the Act) and clearly advised the Insured of the relevant policy conditions in writing.

**Property Hydrology Report.**

We attach a copy of the WorleyParsons report dated 11 July 2011 for your perusal. The report states in part:

*"Due to the limited size of the local catchment draining to the site and the moderate intensity of the local rainfall (10 yr ARI), it is unlikely that local runoff would have contributed to the inundation of the site.*

*The evidence suggests inundation of the property would have resulted from flooding in the Bremer River backing up into the Bundamba Creek and the stormwater gully to the east of the property (Figure 4) and inundating the properties along Janet Street.*

...

**CONCLUSION**

*In our opinion, the inundation of the property at ■ Janet Street, North Baaval was caused by flows exceeding the natural confines of the Bremer River and backing up into the Bundamba Creek and the local stormwater system."*

Therefore, based on the property hydrology report as well as the ICA hydrology report as the proximate cause of the damage to the property was "flood" and not as a result of any insurable event under the Insured's policy we maintain our previous position and deny indemnity.

**Request for information relied upon to make our final decision.**

We have enclosed a copy of the Certificate of Insurance and NRMA PDS which sets out the terms and conditions of the cover we provide. In addition, we have attached a copy of the claims lodgment screenshot from NRMA's Claims "BONUS" system and a copy of the mail trace carried out by NRMA.

We have previously provided the insured with a copy of the WorleyParsons report dated 11 July 2011, which sets out the cause of the flooding. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Alternatively, should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues.

Yours sincerely,

██████████  
Senior Case Manager  
Customer Relations

██████████  
Fax: 1800 649 290

3 May 2011

[REDACTED]  
[REDACTED] Helen Street  
NORTH BOOVAL, QLD 4304

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Buildings and Contents Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in

the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

20 April 2011

[REDACTED]  
[REDACTED] Welsby St  
NEW FARM QLD, 4005

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, Worley Parsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion the inundation of the property at [REDACTED] Welsby Street was caused by flow escaping the normal confines of the Brisbane River and backing up the local sub surface drainage system. The rising Brisbane River backed up the local sub surface drainage system and spilled out into the local depression to inundate the site.*

*Due to the timing and source of the flooding, this would be classified as a **Category 4** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria. 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

12 May 2011

[REDACTED]  
[REDACTED] Sherwood Rd  
SHERWOOD QLD 4075

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.



Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations

4 May 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference:  
Your Reference:  
Our Insured:  
Site Address:

Pelican St NORTH IPSWICH QLD 4305

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your clients' case, the expert advice confirms that damage to your client's home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client has previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should your client not accept this decision, she may wish to pursue this further and her options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

20 September 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

[REDACTED]

Your Reference: [REDACTED]  
Our Reference: [REDACTED]  
Policy Number: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Pelican St, North Ipswich, QLD (the property)

We refer to your letter dated 2 June 2011 and our previous correspondence dated 4 May 2011. As requested, we have conducted a further review as part of our internal dispute resolution process.

**Your suggestion that NRMA failed to clearly inform the Insured of the relevant flood exclusion.**

We have considered your suggestion that the Insured was not clearly informed that flood was an exclusion under his NRMA Home Insurance Contents policy.

We can confirm a mail trace has found that a copy of the NRMA Home Insurance Product Disclosure Statement and Policy Booklet (PDS) was sent to the Insured with their new business Certificate of Insurance when the policy was inception. We have attached a copy of the mail trace for your reference.

We note that the policy coverage has not changed since the time of inception of the policy and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised the Insured of the relevant policy conditions in writing.

#### **Hydrology Issues.**

Based on the expert reports from our assessor, WorleyParsons and the ICA report, we consider that the proximate cause that damaged the property to be flood.

Nevertheless, based on the additional information you have provided, we are prepared to arrange an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues you raised in your correspondence dated, 2 June 2011.

However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with the Insured if they are agreeable to this and if so we will arrange for WorleyParsons to contact you and/or the Insured directly to arrange a suitable date and time to inspect the property.

Alternatively, if this is not acceptable to [REDACTED] the external dispute options are outlined below.

**Request for information relied upon to make our final decision.**

We note that we have previously provided you with information we have relied upon to make our final decision, with the exception of the mail trace, which is attached for your reference.

We also note that NRMA did not introduce call recordings until 13 May 2005. Therefore, as the policy was inception on 12 January 2001, there is no call recording available for this transaction. We further note that there are no call recordings available for this policy.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Old Floods – Hydrology reports', please refer to report named "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated, 20 February 2011.

Please accept this letter as our final decision. We note that you have been in contact with the Financial Ombudsman Service (FOS) and we have received a copy of the FOS dispute form, which you have lodged on the Insured's behalf. We will be providing you with our Notice of Response shortly.

Yours sincerely,

[REDACTED]  
Case Manager  
Customer Relations

[REDACTED]  
Fax: 1800 649 290

29 April 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference:  
Your Reference  
Our Insured:  
Site Address:

Comona Ct WULKURAKA QLD 4305

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Home Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the individual WorleyParsons report for your client's property which reports in part:

*"In our opinion, the inundation of the property at [REDACTED] Comona Court, Wulkaraka was caused by water escaping the confines of the Bremer River channel backing up a stormwater culvert and expanding across the property. The Bremer River is a medium sized stream and in consideration of the response time of the stream at this location, this property would be classified as a category 4 event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Wulkaraka, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS

which sets out the terms and conditions of the cover we provide.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should your client not accept this decision, she may wish to pursue this further and her options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808

[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Seek legal advice

Thank you for your patience during the review of your claim.

Yours sincerely,

████████████████████  
Case Manager  
Customer Relations

████████████████████  
Fax: 1800 649 290

20 September 2011



Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

[Redacted]  
Your Reference: [Redacted]  
Our References: [Redacted]  
Policy Number: [Redacted]  
Our Insured: [Redacted]  
Site Address: [Redacted] Comona Ct, Wulkuraka, QLD (the property)

We refer to your letter dated 27 June 2011 (received 22 August 2011) and our previous correspondence dated 29 April 2011. As requested, we have conducted a further review as part of our internal dispute resolution process.

Your suggestion that NRMA failed to clearly inform the insured of the relevant flood exclusion.

We have considered your suggestion that the insured was not clearly informed that flood was an exclusion under the NRMA Home Insurance Building and Contents policy.

We have obtained a copy of the policy inception call recording and contrary to the insured's assertions, they were clearly informed that flood was not covered under the policy (refer 12 min 48 sec into the call). We note the first 9 minutes of the call is in relation to motor vehicle insurance. A copy of the call is enclosed for your reference.

We refer you to page 4 of your correspondence under paragraph 6 which states as follows:

*"Our clients originally received a pds but as it was a large document and the couple did not have the confidence to understand the document and they simply did not read it..."*

By the insured's own admission, a copy of the NRMA Home Insurance Buildings and Contents Product Disclosure Statement and Policy Booklet (PDS) was sent to them along with their new business Certificate of Insurance when the policy was inceptioned.

Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* (the Act) and clearly advised the insured of the relevant policy conditions both in writing and verbally. Furthermore, we submit that in accordance with Section 35(2) of the Act, "the insured knew, or a reasonable person in the circumstances could be expected to have known" of the relevant flood exclusion.



Furthermore, we note that the onus is on the Insured, to check the terms and conditions of the policy as well as policy coverage to ensure that they are satisfied with the level of cover.

The NRMA Insurance policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

We have also considered the Insured's concerns about information on the NRMA Insurance website. We refer you to the NRMA Insurance website ([www.nrma.com.au](http://www.nrma.com.au)) and have attached a screenshot of same for your perusal.

We note that the NRMA Insurance website has clearly defined links to the different insurance policies and products available. In particular, we note that there are links that refers customers to "NRMA Insurance NSW, ACT & TAS" and "NRMA Insurance QLD" accordingly.

Therefore, as there is no error on the part of NRMA Insurance and as we have complied with Section 35 of the Act, we maintain our position in this regard.

#### **Your suggestion of misrepresentation by NRMA Insurance**

We have considered the Insured's claims that they were misinformed about policy coverage when they called two weeks prior to the event. We have fully investigated this and confirm that there is no record of a call being received by NRMA Insurance from the Insured. However, if the Insured would like us to consider this further, then we request that the Insured provide a copy of their telephone records and we will then refer this matter to our technology support service centre to make further enquires.

In any event, we refer to your submission, under paragraph 2 of the heading "*Representation that our client was insured for flood, at point of claim*", the Insured admits that they were informed of the definitions between "*flash flooding*" and "*riverine*" flooding by the consultant but felt "*very confused*".

We submit that based on the comments by the Insured, there has been no misrepresentation on part of NRMA Insurance. Moreover, if the Insured was "*confused*" we restate that the onus is on the Insured to ensure that they are satisfied with the level of cover being provided under the policy.

Therefore, as there has been no misrepresentation on the part of NRMA Insurance, we submit that we have not breached Section 13 of the Act.

#### **Hydrology Issues.**

We note that in this section of your submission you have not made reference to the individual property hydrology report by WorleyParsons dated 29 March 2011, which was provided to you with our final decision letter dated 29 April 2011.

We wish to advise that we have already addressed the points raised in your submission and refer you to our final decision letter dated 29 April 2011 and confirm that our position remains unchanged. The expert advice concludes that the proximate cause of the damage to the property was "flood" and not flash flooding as you have suggested, or as a result of

any insurable event under the Insured's policy. Therefore, we maintain our previous position and deny indemnity.

Request for information relied upon to make our final decision.

We have enclosed a copy of the policy inception call recording and have also enclosed a copy of the claims lodgment screenshot from NRMA's Claims "BONUS" system.

We note that we have previously provided you with a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that the Insured has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


We also note that we have previously provided you with a copy of the WorleyParsons property hydrology report dated 29 March 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note as you are aware, our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports', please refer to report named "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated, 20 February 2011.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

9 May 2011

[REDACTED]  
Plumridge Street  
CHELMER, QLD 4068

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a

panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

██████████  
Case Manager  
Customer Relations

██████████  
Fax: 1800 649 290

5 May 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference:  
Your Reference  
Our Insured:  
Site Address:

Arthur Summervilles Rd KARALEE QLD 4306

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor, [REDACTED] and an individual hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your clients' local area.

As discussed, we arranged for Worley Parsons to make further enquiries on our behalf and their report is attached for your perusal. Worley Parsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Arthur Summervilles Rd, Karalee was caused by water escaping the confines of the Bremer River channel backing up a small tributary and expanding across the property. Due to the Bremer River being a medium sized stream and the peak of inundation occurring approximately 24 hours after the cessation of the causative rainfall, this would be classified as a **Category 4** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol".*

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Karalee, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure

statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should your clients do not accept this decision, they may wish to pursue this further and the options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of the claim.

Yours sincerely,

[REDACTED]  
Case Manager  
Customer Relations  
NRMA Insurance

[REDACTED]  
F 1800 649 290

4 May 2011

[REDACTED]

[REDACTED]

Our Reference:  
Site Address:

[REDACTED]  
[REDACTED] SOUTH QUEENSBOROUGH PDE, KARALEE QLD 4306

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Landlord Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for Worley Parsons to make further enquiries on our behalf and their report is attached for your perusal. Worley Parsons reported in part:

*In our opinion, the inundation of the property at [REDACTED] South Queensland Pde, Karalee was caused by water escaping the confines of the Bremer River channel. Due to the Bremer River being a medium sized stream and the peak of inundation occurring approximately 24 hours after the cessation of the causative rainfall, this would be classified as a **Category 4** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol.*

Therefore, as flood is an event specifically excluded from cover which is outlined in the NRMA Landlord Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

We have also considered your concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

Please accept this letter as our final decision. Should you not accept this decision, they may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

██████████  
Case Manager  
Customer Relations  
NRMA Insurance  
██████████

F 1800 649 290



20 May 2011

[REDACTED]

[REDACTED]

**Our Reference:** [REDACTED]

**Site Address:** [REDACTED]

Arthur Summervilles Rd KARALEE QLD

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for Worley Parsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Arthur Summervilles Rd, Karalee was caused by water escaping the confines of the Bremer River channel backing up a small tributary and expanding across the property.*

*Due to the Bremer River being a medium sized stream and the peak of inundation occurring approximately 24 hours after the cessation of the causative rainfall, this would be classified as a **Category 4** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity.

To help you understand our decision we have enclosed a copy of the NRMA PDS

which sets out the terms and conditions of the cover we provide.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

██████████  
Case Manager  
Customer Relations  
NRMA Insurance

██████████  
F 1800 649 290

9 May 2011

[REDACTED]  
[REDACTED] Pegg Road  
ROCKLEA QLD 4106

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a

panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

██████████  
Case Manager  
Customer Relations

██████████  
Fax: 1800 649 290



24 May 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Insurance Australia Limited  
ABN 11 008 016 722  
AFS Licence No. 227681  
Trading as NRMA Insurance

GPO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3136 1470  
nrmaql.com.au

Our Reference:

Your Reference:

Our Insured:

Site Address:

[Redacted]  
Mandalay Street Fig Tree Pocket

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your client's claim taking into account your concerns outlined in your letter dated 7 March 2011, together with reports from our assessor, [Redacted] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your client's loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client has previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

0069319 07/09

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your clients suggestion that they were misinformed about policy coverage when they called on 2 September 2008 and 3 September 2008. We have fully investigated this and confirm they were advised that they were not covered for flood.

More importantly, the details of your client's policy coverage including any exclusions are set out in the PDS sent to your client with their certificate of insurance on 4 September 2004. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.foi.org.au](http://www.foi.org.au)


*Please note that this matter must be pursued within 2 years from the date of this letter.*

- alternative legal avenue.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations

  
Fax: 1800 649 290

27 May 2011



**Our Reference:**

**Site Address:** [Redacted] Woogaroo St GOODNA QLD 4300

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [Redacted] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in the local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

██████████  
Case Manager  
Customer Relations

██████████  
Fax: 1800 649 290



154

11 May 2011

[REDACTED]

[REDACTED]

Our Reference: [REDACTED]

Site Address: [REDACTED] Harte St CHELMER QLD 4068

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in the local area.

In your case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

To help understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

With regard to your reference to the release of dam water contributing to the cause of the flood and whether the hydrologist report has taken this into account. We confirm that this has been considered as part of our review of this matter.

In this regard, we note that the onus is on you, as the insured, to establish that an insurable event has occurred. In this case, in spite of whether or not there was "human error" that may have contributed to the loss, we confirm that "human error" is not an insurable event.

Therefore, as the experts have confirmed that the proximate cause of the damage to your property was not by "storm" or any other insurable event, in fact, the damage was as a result of "flood" which is excluded from cover, NRMA is entitled to deny indemnity.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.


Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and her options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- legal action.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations

  
Fax: 1800 649 290

19 May 2011

[REDACTED]

[REDACTED]

**Our Reference:** [REDACTED]

**Site Address:** [REDACTED] Indooroopilly Rd TARINGA QLD 4068

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for Worley Parsons to make further enquiries on our behalf and their report is attached for your perusal. Worley Parsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Indooroopilly Rd, Taringa was caused by water escaping the normal confines of the Brisbane River backing up Toowong Creek and Perrin Park prior to inundating the property."*

*Considering the size of the river catchment and its response time adjacent to the property, the flood inundation at the property would be classified as a **category 4** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol".*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you with your New Business certificate of insurance on 20 December 2006. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page

35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

██████████  
Case Manager  
Customer Relations  
NRMA Insurance

██████████  
F 1800 649 290

19 May 2011

[REDACTED]  
Lanena St  
JINDALEE QLD 4074

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you with your certificate of insurance on 5 September 2006. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

Case Manager  
Customer Relations

Fax: 1800 649 290

8 August 2011

Caxton Legal Centre Inc  
[REDACTED]  
1 Manning Street  
South Brisbane QLD 4101

[REDACTED]  
Our Reference: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Lanena St, Jindalee

We refer to our final decision letter dated 19 May 2011 and your correspondence dated 14 July 2011, requesting we review this matter further.

#### Provision of the Product Disclosure Statement

We have considered your suggestion that when the insured contacted our office on the 4 September 2006 (policy commencing 26 September 2006) she was misinformed about the policy coverage. We have completed an investigation and confirm that you were advised that coverage for flood was not included, this then caused you to question the reasons why, indicating you understood this. A copy of the policy inception recording is enclosed.

In addition, the details of the policy coverage including any exclusions are set out in the PDS most recently sent to you with your Certificate of Insurance on 5 September 2006. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Therefore, as we cannot identify any error on the part of NRMA Insurance, and confirm that the correct copy of the PDS was sent to the insured, we maintain our position that NRMA has complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised the insured of the relevant policy conditions in writing.

Therefore, as we cannot identify any error on the part of NRMA Insurance, we restate our previous decision that NRMA will not be indemnifying [REDACTED] for her loss/damage.

#### Hydrology Report

We arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"Due to the limited size of the local catchment that drains to the storage area directly west of the property, which includes the drainage channel directly north of the property (refer Figure 2), and the relatively low local rainfall intensity at the time (between 2 and 5 year Average*



*Recurrence Interval), it is highly unlikely that there was sufficient local stormwater runoff for this to be a contributing factor to the severe inundation of the area that occurred.*

*According to river level information at Jindalee Bridge, the peak level in the Brisbane River at Jindalee was approximately 12.8 mAHD and occurred at around 20:00 on Wednesday 12th January 2011. This level matches the observed debris marks in the vicinity of the house at Lanena Street (approximately 12.3 mAHD).*

*This evidence indicates that the floodwaters that inundated the area of Jindalee around Lanena Street can be attributed to flows from the Brisbane River "backing up" into the drainage channel that flows directly to the north of the site (refer Figure 2).*

*Published aerial photography of the area taken on Thursday 13th January 2011, as the flood levels were receding, confirms that a continuous body of water existed between the river and the site along this route during the event."*

Furthermore, WorleyParsons concluded:

*"In our opinion, inundation of the property at Lanena Street was caused by flood water escaping from the normal confines of the Brisbane River and "backing up" into the local drainage system."*

We also refer you to the Brisbane and Ipswich Hydrology report, the Insurance Council of Australia (ICA) Hydrology report and the individual property hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) which confirmed the nature and cause was flooding.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced by your client as a result, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

#### **Request for information relied upon to make our final decision**

We have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide, as well as, a copy of the WorleyParsons report specific to the insured's property. The insured has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011.

Accordingly, we have provided your client with any/all information we have relied upon in order to make our final decision.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

After further review of your claim, we reiterate our decision as contained in my letter dated 19 May 2011. We remain of the view that the damages to the insured's property was not as a result of any storm or any other insurable event covered under the NRMA Insurance policy.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- alternative legal options.

Yours sincerely,

██████████  
Case Manager  
Customer Relations

██████████  
Fax: 1800 649 290

Encl: policy inception recording  
WorleyParsons report  
Policy booklet (PDS)

8 August 2011

Caxton Legal Centre Inc

1 Manning Street  
SOUTH BRISBANE QLD 4101

Our Reference: [REDACTED]  
Our Insured: [REDACTED]  
Policy Number: [REDACTED]  
Site Address: [REDACTED] Bangalee Street, Jindalee, QLD (the property)

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claims taking into account the concerns outlined in your correspondence, together with reports from our assessor, the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

**Your suggestion that NRMA failed to adequately notify the Insured.**

We have considered your suggestion that the Insured was not informed that flood was an exclusion under the NRMA Landlord Insurance policy. We can confirm that a copy of the NRMA Landlord Product disclosure statement and policy booklet (PDS) was sent to the Insured with his 2010-2011 Certificate of Insurance when the policy was inception.

Furthermore, we have obtained a copy of the policy inception call recording from 30 June 2010 and note that [REDACTED] was clearly informed that the policy does not provide cover for flood (copy attached).

The policy coverage has not changed since that time. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised [REDACTED] of the relevant policy condition which was confirmed in writing in the PDS sent to [REDACTED] Baikal Place, Westlake, Qld.

**Denial of the claim in accordance with the NRMA insurance terms and conditions.**

In the NRMA PDS, under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 10 to 21

and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of the PDS as you correctly pointed out). Cover for storm includes damage caused by sudden and excessive run off of water as a result of storms in your local area.

In the Insured's case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to the property.

Whilst we acknowledge the unfortunate nature of [REDACTED] loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and based on the information available we must maintain the previous decision not to pay the Insured's claim.

**Request for information relied upon to make our final decision.**

In addition to the documents previously provided to the Insured and your office, and the enclosed call recording, we also attach a copy of the assessor's report for your information. We also advise you that the claim description as provided by the Insured at the time of lodgement on 14 January 2011 was recorded by our consultant as follows:

***"OUR INSURED HAS ADVISED THAT DUE TO BRISBANE RIVER BREAKING ITS BANK, WATER HAS RISEN AND ENTERED PROPERTY CAUSING DAMAGE TO BUILDING."***

We are aware that the Insured has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

**Hydrology Issues.**

In spite of the above, and in noting your comments, we are prepared to arrange an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues you raised in your correspondence dated 19 July 2011. However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with [REDACTED] if he is agreeable to this and if so we will arrange for WorleyParsons to contact you and/or the Insured directly to arrange a suitable date and time to inspect the property.

Alternatively, should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1800 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- alternative legal avenues.

Thank you for your patience during the review of the claim and look forward to your response.

Yours sincerely,

Customer Relations

Fax: 1800 649 290

Encl: policy inception recording  
Home Assessment Report

31 May 2011

[REDACTED]  
[REDACTED] Hilton St  
EAST BRISBANE QLD 4169

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

██████████  
Case Manager  
Customer Relations

██████████  
Fax: 1800 649 290

13 May 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference:  
Your Reference  
Our insured:  
Site Address:

[REDACTED]  
[REDACTED]  
[REDACTED] Oxley Station Rd OXLEY QLD 4075

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your clients' concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your clients' case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Brisbane, your clients' policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client's have previously been provided with a copy of the



Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We can confirm that a copy of the NRMA Home Insurance QLD PDS was sent to your clients' with their new business Certificate of Insurance on 19<sup>th</sup> June 2009. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised [REDACTED] of the relevant policy conditions in writing.

Please accept this letter as our final decision. Should your client's not accept this decision, they may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

[REDACTED]  
Case Manager  
Customer Relations  
[REDACTED]  
Fax: 1800 649 290

18 April 2011

[REDACTED]  
Yallambee Road  
JINDALEE QLD 4074

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor,

Attached is a copy of the WorleyParsons report for your perusal which reports in part:

*"In our opinion, inundation of the property at [REDACTED] Yallambee Road was caused by flood water escaping from the normal confines of the Brisbane River and backing up into the area along Jindalee Creek and the Golf Course.*

*Due to the timing and source of the flooding, this would be classified as a **Category 4** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol".*

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in

various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808

[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



19 July 2011

Caxton Legal Centre Inc

1 Manning Street  
South Brisbane QLD 4101

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227581  
Trading as NRMA Insurance

GPO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaqld.com.au

Our Reference: [REDACTED]  
Our Insured: [REDACTED]  
Situation Address: [REDACTED] Yallambee Road, Jindalee QLD

We refer to our final decision letter dated 18 April 2011 and your correspondence dated 24 May 2011, requesting we review this matter further.

#### Provision of the Product Disclosure Statement

We have considered your suggestion that NRMA misinformed you and/or failed to advise you that flood was excluded from cover when you incepted the policy over the telephone. We have fully investigated this and confirm that at no stage were you advised that you were covered for flood.

More importantly, the details of your policy coverage, including any exclusions, are set out in the PDS most recently sent to you with your Certificate of Insurance on 18 December 2005. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Therefore, as we cannot identify any error on the part of NRMA Insurance, and confirm that the correct copy of the PDS was sent to you, we maintain our position that NRMA has complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised you of the relevant policy conditions in writing.

Therefore, as we cannot identify any error on the part of NRMA Insurance, we restate our previous decision that NRMA will not be indemnifying you for this matter.

#### NRMA Misrepresentations as to coverage

Although we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding to your property, as per your client's advice that he was informed that he was covered for flood, in order for NRMA to carry out additional enquiries, you need to provide us with the following details:

G009919 07/09

- Which NRMA Department did you speak to? I.e. Teleclaims? Home Claims? Customer Service?
- If possible, what was the consultant's name?
- What was discussed?
- Provide details of the telephone number from which the call was made from.

Please note if you are unable to provide NRMA with the abovementioned details we will not be able to carry out any additional enquiries in this regard and our final decision will remain unchanged.

#### Hydrology Issues

We acknowledge your comments that NRMA has failed to articulated any grounds for denying [REDACTED] claim for loss or damage caused by storm or a sudden, excessive run-off of water as a direct result of a storm.

We refer you to the Brisbane and Ipswich Hydrology report, the Insurance Council of Australia (ICA) Hydrology report and the individual property hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) which confirmed the nature and cause was flooding.

In part Worley Parsons conclude :

*"In our opinion, inundation of the property at [REDACTED] Yallambee Road was caused by flood water escaping from the normal confines of the Brisbane River and backing up into the area along Jindalee Creek and the Golf Course."*

Please find attached is a copy of WorleyParsons report for your perusal.

#### Request for information relied upon to make our final decision

We have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide, as well as, a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011.

Accordingly, we have provided you with any/all information we have relied upon in order to make our final decision.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

After further review of your claim, we reiterate our decision as contained in my letter dated 18 April 2011. We remain of the view that the damages to your client's property was not as a result of any storm or any other insurable event covered under the NRMA insurance policy.

We do value your client's ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior

service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

With regard to your request for the transcript of the proposal for insurance and record of this claim, please find attached a copy of the Personal Information Access Request form. Please forward the completed form, for access to this information.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal options.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

24 May 2011

[REDACTED]  
HORNSBY HEIGHTS NSW

[REDACTED]  
**Our Reference:** [REDACTED]

**Site Address:** [REDACTED] Baden Jones Way North Booval

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for Worley Parsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Baden Jones Way, North Booval was caused by flows exceeding the natural confines of the Bremer River backing up Bundamba Creek and the local stormwater system.*

*Given the size of the catchment and the interval between the end of rainfall and the onset of inundation at the property, inundation at [REDACTED] Baden Jones Way, North Booval would be classified as a **Category '4'** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity.

To help you understand our decision we have enclosed a copy of the NRMA PDS

which sets out the terms and conditions of the cover we provide.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290



10 May 2011

[REDACTED]  
[REDACTED] Sandford Street  
ST LUCIA QLD 4067

Dear Sir/Madam,

**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the WorleyParsons report for your perusal which reports :

*"It is my opinion that the inundation of property at [REDACTED] Sandford Street was caused by waters escaping the normal confines of Brisbane River."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

31 May 2011

Legal Aid Queensland  
[REDACTED]

GPO Box 2449  
BRISBANE QLD 4001

[REDACTED]  
**Our Reference:**  
**Your Reference:**  
**Our Insured:**  
**Site Address:**

[REDACTED]  
[REDACTED] Gascoyne Dr KARALEE QLD

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your clients concerns together with reports from our assessor, [REDACTED] and Hydrologists, Worley Parsons Services Pty Ltd (WorleyParsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Gascoyne Drive, Karalee was caused by water escaping the confines of the Bremer River channel backing up a small tributary and expanding across the property.*

*Due to the Bremer River being a medium sized stream and the peak of inundation occurring approximately 24 hours after the cessation of the causative rainfall, this would be classified as a **Category '4'** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your clients loss and the difficulties faced as a result of the flooding in Karalee, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. To help

you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

We have considered your clients suggestion that they were misinformed about policy coverage when your client called in July 2009. We have fully investigated this and confirm we were not able to find a call record for this period, therefore your suggestions are unsubstantiated. The details of your clients' policy coverage including any exclusions are set out in the PDS sent to you with your New Business on 9 November 2007. The policy coverage has not changed since that time and unfortunately does include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

2 September 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference:  
Your Reference  
Policy Number:  
Our Insured:  
Site Address:

Medway St, ROCKLEA, QLD (the property)

We refer to your correspondence dated 19 April 2011 and request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from; our assessor, the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

**Your suggestion that NRMA failed to adequately notify the Insured.**

We have considered your suggestion that the Insured was not informed that flood was an exclusion under the NRMA Home Insurance Buildings and Contents policy.

We have conducted a mail trace which confirms that a copy of the NRMA Home Insurance Buildings and Contents Product disclosure statement and policy booklet (PDS) was sent to the Insured with their new business Certificate of Insurance when the policy was inception (16 September 2004). The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised the Insured of the relevant policy conditions in writing.

**Hydrology Issues.**

Based on the expert reports from our assessor, WorleyParsons and the ICA report, we consider that the proximate cause that damaged the property to be flood.

Nevertheless, based on the additional information you have provided, we are prepared to arrange an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues you raised in your correspondence dated, 19 April 2011. However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with the Insured if they are agreeable to this and if so we will arrange for WorleyParsons to contact you and/or the Insured directly to arrange a suitable date and time to inspect the property.

Alternatively, if this is not acceptable to [REDACTED] the external dispute options are outlined below.

**Request for information relied upon to make our final decision.**

We have enclosed a copy of the Certificate of Insurance and NRMA PDS which sets out the terms and conditions of the cover we provide. In addition, we have attached a copy of the claims lodgment screenshot from NRMA's Claims "BONUS" system.

We have also enclosed a copy of the mail trace carried out by NRMA which confirms that a copy of the relevant Certificate of Insurance and PDS were sent to the Insured.

We are also aware that the Insured has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We look forward to your response regarding the property hydrology inspection/report. Alternatively, should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Yours sincerely,

[REDACTED]  
Senior Case Manager  
Customer Relations  
[REDACTED]

25 May 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference: [REDACTED]  
Your Reference: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Woogaroo St, GOODNA QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your clients' concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your clients' NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your clients' case, the expert advice confirms that damage to your client's home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your clients' claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that your client has previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should your client not accept this decision, she may wish to pursue this further and her options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



13 May 2011

[REDACTED]  
REDBANK QLD 4301

[REDACTED]  
**Our Reference:** [REDACTED]  
**Site Address:** [REDACTED] Prokuda Close, GOODNA, QLD 4300

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Buildings and Contents Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms that damage to your home was not caused by sudden and excessive run off as a result of storms in your local area but, rather, by flood (as defined). In particular:

- rainfall in your local area was less intense than in upper catchment areas and ceased well prior the flooding which caused damage to your client's home;
- such flooding was caused by water overflowing the banks of the Bremer River a significant period after rainfall had ceased in your local area; and
- the primary source of such water was from the upper catchments of the Brisbane River (above the Wivenhoe dam) which caused backwater flows up the Bremer River and which combined with floodwaters moving down from the upper catchments of the Bremer River and its tributaries.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley

Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



21 September 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Insurance Australia Limited  
ADN 11 060 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaqlt.com.au

Your Reference:  
Our Reference:  
Policy Number:  
Our Insured:  
Site Address:

Prokuda Ct, Goodna, QLD (the property)

We refer to your letter dated 4 August 2011 and our previous correspondence dated 13 May 2011. As requested, we have conducted a further review as part of our internal dispute resolution process.

Your suggestion that NRMA failed to clearly inform the Insured of the relevant flood exclusion.

We have considered your suggestion that the Insured was not clearly informed that flood was an exclusion under her NRMA Home Insurance Contents policy. Unfortunately, NRMA did not introduce call recordings until 13 May 2005. Therefore, as the policy was inceptioned on 12 June 2002, there is no call recording available for this transaction.

Nevertheless, we refer you to page 2 of your correspondence under paragraph 6 which states as follows:

*"NRMA sent me out a PDS when I first took out the policy...I didn't read the policy, not the whole thing word for word anyway, but I looked through it and looked at things that I thought were relevant at the time."*

By the Insured's own admission, a copy of the NRMA PDS was sent to her along with her new business Certificate of Insurance when the policy was inceptioned.

Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* (the Act) and clearly advised the Insured of the relevant policy conditions in writing.

Furthermore, we note that the onus is on the Insured, to check the terms and conditions of the policy as well as policy coverage to ensure that they are satisfied with the level of cover.

The NRMA Insurance policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

#### **Hydrology Issues.**

Based on the expert reports from our assessor, WorleyParsons and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), named "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated, 20 February 2011, we consider that the proximate cause that damaged the property to be "flood".

Nevertheless, based on the additional information you have provided, we are prepared to arrange an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues you raised in your correspondence dated, 4 August 2011.

However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with the Insured if they are agreeable to this and if so we will arrange for WorleyParsons to contact you and/or the Insured directly to arrange a suitable date and time to inspect the property.

Alternatively, if this is not acceptable to [REDACTED] the external dispute options are outlined below.

#### **Request for information relied upon to make our final decision.**

We note that we have previously provided you with information we have relied upon to make our final decision.

Unfortunately, there is no call recording available from policy inception, as the policy was inception prior to call recordings being introduced by NRMA Insurance. We further note that there are no call recordings available for this policy.

Please note the abovementioned ICA hydrology report, "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We look forward to your response regarding the property hydrology inspection/report.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Yours sincerely,



Case Manager  
Customer Relations  
NRMA Insurance  
Ph: 1800 045 517  
Fax: 1800 649 290

24 May 2011

[REDACTED]  
Koorngal Drive  
JINDALEE, QLD 4074

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

172

10 May 2011

[REDACTED]  
Glenwood Street  
CHELMER QLD 4068

[REDACTED]

Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of **"WHAT YOU ARE COVERED FOR"**, the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.



Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

12 May 2011

[REDACTED]  
[REDACTED] Vanwall Road  
MOGGILL QLD 4070

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and Hydrologists, WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Vanwall Road, Moggill was caused by water escaping from the normal confines of the Brisbane River and backing up the unnamed creek at the rear of the property. Due to the timing and source of the flooding, this would be classified as a **Category 4** event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol".*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

With regard to your reference of the release of dam water contributing to the cause of the flood and whether the hydrologist report has taken this into account. We confirm that this has been considered as part of our review of this matter.

In this regard, we note that the onus is on you, as the insured, to establish that an insurable event has occurred. In this case, in spite of whether or not there was "human error" that may have contributed to the loss, we confirm that "human error" is not an insurable event.

Therefore, as the experts have confirmed that the proximate cause of the damage to your property was not by "storm" or any other insurable event, in fact, the damage was as a result of "flood" which is excluded from cover, NRMA is entitled to deny indemnity.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

18 May 2011

Mooney Cl  
GOODNA QLD 4300

**Our Reference:**

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an individual hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the individual WorleyParsons report for your property which reports in part:

*"The causative rainfall that affected river levels in Brisbane River in this area is known to have ended at approximately 15:00 on Tuesday 11<sup>th</sup> January 2011 leaving an interval of 26 hours to the peak of the inundation at the property.*

*The evidence indicates that the floodwaters that inundated the area of Goodna around [REDACTED] Mooney Close can be attributed to flooding from the Brisbane River backing up Woogaroo Creek and the unnamed watercourse and inundating the property.*

**CONCLUSION**

*In our opinion, the inundation of the property at [REDACTED] Mooney Close, Goodna was caused by flood water escaping from the normal confines of the Brisbane River backing up Woogaroo Creek and the unnamed watercourse."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a

result of the flooding in Goodna, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you..

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

18 May 2011

[REDACTED]  
GRACEVILLE EAST, QLD 4069

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our Internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "*WHAT YOU ARE COVERED FOR*", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area

on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on the 12<sup>th</sup> March 2007. We have fully investigated this and confirm you were advised that you were not covered for flood.

More importantly, the details of your policy coverage including any exclusions are set out in the PDS sent to you at new business on 13<sup>th</sup> March 2007. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

With regard to your request for the call recording, please find enclosed a copy of the Personal Information Access Request form. Please complete the form and forward to the relevant area for processing. Please note the applicable fee may apply in accordance with your request

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290





5 August 2011

[REDACTED]  
 Fawkner Cres  
 BARELLAN POINT QLD 4306

Insurance Australia Limited  
 ABN 11 000 016 722  
 AFS Licence No. 227681  
 trading as NRMA Insurance

189 Grey Street  
 South Brisbane QLD 4101 Australia  
 Telephone 131 123  
 Facsimile 07 3135 1470  
 nrmaql.com.au

Our References: [REDACTED]

Policy Number: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our NRMA assessor, an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons), as well as the hydrology report from the Insurance Council of Australia.

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding, noting that, "*the peak river level adjacent to the property would have occurred about 24 hours later.*" WorleyParsons concluded that the inundation to your property, which caused the damage, was as a result of "*water escaping the confines of the Brisbane River channel.*"

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding to your property, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the WorleyParsons property report dated 1 April 2011, which sets out the cause of the flooding to your property. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We have considered your suggestion that you were misinformed about policy coverage when taking out the policy on 7 August 2008. We have fully investigated this and confirm that there was no error and or misinformation given to you during this discussion. We have attached a copy of this call recording for your reference.


More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you in August 2008. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Senior Case Manager  
Customer Resolutions  
Ph: 1800 045 517  
Fax: 1800 649 290

20 May 2011

[REDACTED]  
[REDACTED] Patrick Lane  
TOOWONG, QLD 4066

[REDACTED]  
[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Patrick Lane, Toowong was caused by water escaping the normal confines of the Brisbane River, flowing across the area in the vicinity of Coronation Dr, Sylvan Rd and Land St, to the front of the [REDACTED] Patrick Lane. Flood waters then entered the basement of the building via the louvered panels.*

*Considering the size of the river catchment and its response time adjacent to the property, the flood inundation at the property would be classified as a category 4 event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

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23 May 2011

[REDACTED]  
[REDACTED] Baronsfield St  
Graceville QLD 4075

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an individual hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the individual WorleyParsons report for your property which reports in part:

*"The time interval between the end of the causative rain and the peak level in the river adjacent to the site would have been in excess of 30 hours.*

**CONCLUSION**

*In our opinion, the inundation of the property at [REDACTED] Baronsfield Street, Graceville was caused by water escaping from the normal confines of the Brisbane River and backing up Oxley Creek and the unnamed tributary adjacent to the property. As the water level in the Brisbane River began to rise on 11<sup>th</sup> January 2011, water spilled up Oxley Creek and the unnamed tributary towards 38 Baronsfield St and proceeded to inundate the property."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

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24 May 2011

[REDACTED]  
[REDACTED] Baronsfield Street  
GRACEVILLE, QLD 4075

[REDACTED]

Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an individual hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for a Hydrologist from WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Baronsfield Street, Graceville was caused by water escaping from the normal confines of the Brisbane River and backing up Oxley Creek and the unnamed tributary adjacent to the property. As the water level in the Brisbane River began to rise on 11th January 2011, water spilled up Oxley Creek and the unnamed tributary towards 38 Baronsfield Street and proceeded to inundate the property.*

*Due to the timing and source of the flooding, this would be classified as a Category '4 event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.


More importantly, the details of your policy coverage including any exclusions are set out in the PDS most recently sent to you on 22 February 2010. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



12 May 2011

[REDACTED]  
[REDACTED] Adina Street  
NORMAN PARK, QLD 4170

Dear Sir/Madam,

Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an individual hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

"It is concluded that inundation of the premises at [REDACTED] Adina Street, Norman Park, was directly related to rising flood levels in the nearby Brisbane River. The rising Brisbane River backed up the local sub surface drainage system and spilled out into the local depression to inundate the site.

In our opinion the inundation of the property at [REDACTED] Adina Street was caused by flow escaping the normal confines of the Brisbane River and backing up the local sub surface drainage system. Due to the source and timing of the inundation this would be classified as a Category '4' event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol".

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

13 September 2011

[REDACTED]  
[REDACTED] Gladstone Road  
COALFALLS QLD 4305

[REDACTED]  
Our Reference: [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of this incident taking into account your concerns together with reports from our assessor [REDACTED] and Hydrologist, Worley Parsons Services Pty Ltd (WorleyParsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Gladstone Rd, Coalfalls was caused by water escaping the confines of the Bremer River channel backing up and expanding across the property. The Bremer River is a medium sized stream and in consideration of the response time of the stream at this location, this property would be classified as a category 4 event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol".*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Coalfalls, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. A copy of the policy wording is attached.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

We have considered your suggestion that incorrect site address was noted on your individual hydrology report from WorleyParsons. We have referred this to WorleyParsons who have amended your property hydrology report which is attached for your perusal. We apologise for the error made, nevertheless, the error does not affect the outcome of their assessment that flood caused the damages to your property.

We also note that you advised that someone else's hydrology report was attached to the denial letter sent by the NRMA Claims Department. We sincerely apologise for this mistake and feedback has been provided to the NRMA Claims Manager to address this issue accordingly.

Please accept this letter as our final decision. Should you do not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

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12 May 2011

[REDACTED]  
[REDACTED] Harte Street  
CHELMER QLD 4068

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

29<sup>th</sup> June 2011

[REDACTED]  
Matthau PI  
McDowall QLD 4053

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area

on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



31 August 2011

Stoltz Law Firm

[REDACTED]  
KENMORE QLD 4069

[REDACTED]  
Our References:

Policy Numbers:

Our Insured:

Site Address:

[REDACTED] Wendouree Cres, WESTLAKE, QLD (the property)

We refer to your correspondence, dated 3 May 2011 and request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from; our assessor, the overarching city hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) dated 17 February 2011; the property hydrology report from WorleyParsons dated 11 August 2011 and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

We refer you to page 70 of the NRMA PDS under the heading "Glossary" where it states the definition of flood as follows:

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

#### Proximate Cause

As agreed, we arranged for an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues you raised in your correspondence dated, 3 May 2011.

We have enclosed a copy of the individual property hydrology report by WorleyParsons dated 11 August 2011 for your reference.

In the Insureds case, it was reported that the inundation of the property was caused by water escaping the normal confines of the Brisbane River.

With regard to section 2.1.3 of your correspondence we confirm that the policy at the time of the loss was a listed events Home Insurance Policy. We note that a "dam release flood" is not a listed event covered under the NRMA Home Insurance Building and Contents Policy.

Therefore, as the Insureds have failed to establish a prima-facie claim, and whilst we acknowledge the unfortunate nature of the Insureds loss and the difficulties faced as a result of the flooding, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the Insureds claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that the Insureds have previously been provided with a copy of the Worley Parsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

With regard to the hydrology report prepared by the panel of hydrologists on behalf the ICA as referred to above, you may find this report at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Yours sincerely,

██████████  
Case Manager  
Customer Relations  
Ph: ██████████  
Fax: 1800 649 290

29<sup>th</sup> June 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference: [REDACTED]  
Your Reference : [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] MacGregor St Woodend QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed with your client, WorleyParsons attended the site address and their report is attached for your perusal. WorleyParsons reported in part:

*"The interval between the end of the causative rainfall and peak inundation at the site would have been 21 hours.*

*Due to the small size of the local catchment (approximately 0.05km<sup>2</sup>) and the moderate intensity of the local rainfall (about 10 years ARI), it is unlikely that there was sufficient local runoff for this to be a contributing factor to the inundation that occurred throughout the area on Wednesday 12<sup>th</sup> January 2011.*

*In our opinion, the inundation of the property at [REDACTED] MacGregor St Woodend was caused by water escaping the confines of the Bremer River.*

*Due to the source and timing of inundation at the site, the event would be classified as Category 4 based on the Storm version Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your clients loss and the difficulties faced as a result of the flooding in Woodend, the information available, in particular the report from WorleyParsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity. To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
NRMA Insurance  
T 1800 045 517  
F 1800 649 290

30<sup>th</sup> June 2011

[REDACTED]  
[REDACTED] Pidgeon Close  
WEST END QLD 4101

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"It is concluded that inundation of the basement of [REDACTED] Pidgeon Close, West End, was directly related to rising flood levels in the nearby Brisbane River. The rising Brisbane River backed up the local sub surface drainage system and spilled into the basement.*

*In our opinion the inundation of the property at [REDACTED] Pidgeon Close, West End, was caused by flow escaping from the normal confines of the Brisbane River and backing up the local sub surface drainage system. Due to the source and timing of the inundation this would be classified as a category 4 event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol".*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in West End, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay the claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.


Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



29 June 2011

Caxton Legal Centre Inc  
[REDACTED]  
1 Manning Street  
SOUTH BRISBANE QLD 4101

Insurance Australia Limited  
ABN 11 090 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

GPO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

[REDACTED]  
Our References: [REDACTED]  
Our Insured: [REDACTED]  
Policy Number: [REDACTED]  
Site Address: [REDACTED] Goburra Street, ROCKLEA, QLD (the property)

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

As discussed, we have conducted a thorough review of the circumstances of the claims taking into account the concerns outlined in your correspondence, together with reports from our assessor, the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

Your suggestion that NRMA failed to adequately notify the Insured.

We have considered your suggestion that the Insured was not informed that flood was an exclusion under the NRMA Home Insurance Buildings and Contents policy. We can confirm that a copy of the NRMA Home Insurance Buildings and Contents Product disclosure statement and policy booklet (PDS) was sent to the Insured with her new business Certificate of Insurance when the policy was inception. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised Miss Pincott of the relevant policy conditions in writing.

Furthermore, we have obtained a copy of the policy inception call recording (attached) for the policy and we confirm that Miss Pincott was advised that there was no cover for flood.

Denial of the claim in accordance with the NRMA Insurance terms and conditions.

In the NRMA PDS, under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded

(see pages 15 and 35 of the PDS). Cover for storm includes damage caused by sudden and excessive run off of water as a result of storms in your local area.

In the Insured's case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to the property.

Whilst we acknowledge the unfortunate nature of [REDACTED] loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and based on the information available we must maintain the previous decision not to pay the Insured's claim.

Hydrology Issues,

As discussed recently and in spite of the above, we are prepared to arrange an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues you raised in your correspondence dated, 20 May 2011. However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with [REDACTED] if she is agreeable to this and if so we will arrange for WorleyParsons to contact you and/or the Insured directly to arrange a suitable date and time to inspect the property.

Alternatively, if this is not acceptable to [REDACTED] the external dispute options are outlined below.

Request for information relied upon to make our final decision,

We have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide, as well as a copy of the policy inception call recording.

We are also aware that the Insured has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may



wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of the claim and look forward to your response.

Yours sincerely,



Acting Resolution Manager  
Customer Relations  
Ph [REDACTED]  
Fax: 1800 649 290



5 September 2011

Caxton Legal Centre Inc  
[REDACTED]  
1 Manning Street  
SOUTH BRISBANE QLD 4101

Insurance Australia Limited  
ASN 11 660 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

[REDACTED]  
Our References: [REDACTED]  
Our Insured: [REDACTED]  
Policy Number: [REDACTED]  
Site Address: [REDACTED] Goburra Street, ROCKLEA, QLD (the property)

We refer to our previous correspondence dated 11 May 2011 and 29 June 2011 and the Insured's acceptance that we arrange for a property hydrology report.

As agreed, we arranged for a property hydrology report to be prepared by WorleyParsons Services Pty Ltd. Their report concluded as follows:

*"In our opinion, the inundation of the property at [REDACTED] Goburra Street, Rocklea was caused by water escaping the normal confines of the Brisbane River and travelling upstream through Oxley Creek and on into Stable Swamp Creek which is located to the south of the site.*

*Due to the source and timing of the flood, this event would be classified as Category 4 based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Therefore, as previously discussed, as the expert report concludes that the proximate cause of the damage to the property was "flood" and not as a result of an insurable event, we maintain the previous decision to deny indemnity.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues.

605213 (9/11)

Thank you for your patience during the review of the claim.

Yours sincerely,



Customer Relations

  
Fax: 1800 649 290

6 July 2011

Legal Aid Queensland

[REDACTED]  
GPO Box 2449  
BRISBANE QLD 4001

[REDACTED]  
Our Reference: [REDACTED]  
Your Reference: [REDACTED]  
Your Client: [REDACTED]  
Site Address: [REDACTED] Spalding Crescent, Goodna, QLD 4300

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an individual hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Building and Contents Insurance product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of the PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

**"In our opinion, the inundation of the property at [REDACTED] Spalding Crescent, Goodna was caused by flood water escaping from the normal confines of the Brisbane River backing up Woogaroo Creek and its tributaries.**

**Given the size of the catchment and the interval between the end of rainfall and the onset of inundation at the property, inundation at [REDACTED] Spalding Crescent, Goodna would be classified as a Category '4' event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."**

Whilst we acknowledge the unfortunate nature of your clients' loss and the difficulties faced as a result of the flooding in the Ipswich area, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your client's claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia, has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.


We have considered your suggestion that your client was not informed that flood was an exclusion under the NRMA Building and Contents policy. We submit that while your client states she cannot recall receiving the NRMA Home Insurance Building and Contents Product Disclosure Statement and Policy Booklet (PDS) it does not necessarily mean it was not sent. We advise that the enclosed PDS was the most recent sent to your client and was included with her 2004-2005 policy renewal documents. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood. Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly advised Miss Hartwich of the relevant policy conditions in writing.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Tel: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues

Thank you for your patience during the review of the claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Tel: 1800 045 517  
Fax: 1800 649 290

191

20 July 2011

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Our Reference:

Our Insured/your client:

Policy Number:

Site Address:

Lupton St, Churchill, QLD

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from our assessor, the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA) "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated 20 February 2011.

**Alleged statements made by NRMA staff**

Although we acknowledge the unfortunate nature of your client's loss and the difficulties faced as a result of flooding to their property, we acknowledge your client's contention that they considered they were covered for flood following a telephone call to NRMA.

Our enquiries failed to locate any record of a call, however, for NRMA to carry out additional enquiries you need to provide us with the following details:

- which NRMA department did your client speak to?
- NRMA consultant's name?
- what telephone number did your client call (check telephone records)?
- provide details of the telephone number from which the call was made from

Please note that if you are unable to provide the abovementioned details we will not be able to carry out any further enquiries in this regard.

We have been able to retrieve the policy inception call from 17 December 2005 in which [redacted] authorised her son, [redacted] to act on her behalf. During the call [redacted] was clearly informed by the consultant that damage by flood was not covered under the policy. Should you require a copy of the call recording please advise this office.

Hydrology Issues.

We are prepared to arrange an Individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues raised in your correspondence dated, 30 May 2011. However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with [REDACTED] if they are agreeable to this and, if so, we will arrange for WorleyParsons to contact you and/or the Insured directly to arrange a suitable date and time to inspect the property.

Alternatively, if this is not acceptable to [REDACTED] the external dispute options are outlined below.

Request for information relied upon to make our final decision.

We have enclosed a copy of the NRMA policy booklet (PDS) which sets out the terms and conditions of the cover we provide.

In the PDS under the heading "**WHAT YOU ARE COVERED FOR**" the policy lists the incidents for which cover is provided with details of cover outlined on pages 6 to 17. However, flood is not an incident listed in the PDS and loss or damage caused by flood is specifically excluded (see pages 15 and 35).

We also enclose a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011.

Please note the abovementioned ICA hydrology report, "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Given the information available at this time we concur with the previous decision that your clients are not entitled to Indemnity under their policy. Accordingly, we maintain the decision not to accept the claim as it falls outside the scope of cover provided by the policy.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of the claim.

Yours sincerely,



Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



24 May 2011

[REDACTED]  
McGreavy Street  
ONE MILE, QLD 4305

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account your concerns together with reports from our assessor, [REDACTED] and an individual hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In the NRMA Building and Contents Insurance product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Attached is a copy of the WorleyParsons report for your perusal which reports :

*"In our opinion, the inundation of the property at [REDACTED] McGreavy St, One Mile was caused by water escaping the confines of the Bremer River channel backing up a small tributary and expanding across the property. The Bremer River is a medium sized stream and in consideration of the response time of the stream at this location, this property would be classified as a category 4 event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this

to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We do value your ongoing association with our organisation and are confident we provide our customers with a competitive product delivering value for money, superior service and peace of mind in the event they need to lodge a claim. It is because of this that we have, over the years, earned the loyalty of the customers we serve.

As part of this, of course, we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. However, we appreciate disputes sometimes arise and so have a robust Internal Disputes Resolution process to ensure any decision a customer is dissatisfied with can be reviewed.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

25 May 2011

[REDACTED]  
[REDACTED] Beck Street  
PADDINGTON, QLD 4064

Dear Sir/Madam,

**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an individual hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

As discussed, we arranged for WorleyParsons to make further enquiries on our behalf and their report is attached for your perusal. WorleyParsons reported in part:

*"In our opinion, the inundation of the property at [REDACTED] Beck St, Paddington was caused by flows exceeding the natural confines of the Brisbane River, which backed up the concrete channel through Milton Park and inundated the local area.*

*Given the size of the catchment and the interval between the end of rainfall and the onset of inundation at the property, inundation at [REDACTED] Beck St, Paddington would be classified as a Category '4' event based on the Storm versus Flood Categorisation System adopted under the IAG Overarching Flood Event Report Protocol."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a

result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

6 June 2011

NARLETT

[REDACTED]  
Glenwood St  
CHELMER QLD 4068

**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns and giving consideration to the independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to accept your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

Encl: Worley Parsons report  
NRMA policy booklet

24 June 2011

NARLETT

[REDACTED]  
Blaxland St  
MILTON QLD 4064

Our References: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from our assessor and hydrology reports from WorleyParsons Services Pty Ltd (WorleyParsons).

We confirm you have a copy of the WorleyParsons report specific to your property and acknowledge your comments in response to same. As advised to you in recent correspondence we sought clarification of the points you raised, most notably that the water damage to your electrical items occurred some time prior to the peak water level on 13 January 2011 (between 00.00 and 03.00).

Please find attached a copy of the WorleyParsons correspondence dated 22 June 2011. The advice from WorleyParsons is as follows (in part):

*"...inundation of the backyard would have commenced not long after midnight, in the early morning of 12<sup>th</sup> of January. This inundation would have been caused by river water escaping from the stormwater system as a result of the rising levels in the Brisbane River.*

*As the river levels continued to rise the depth of inundation in the backyard would have increased resulting in the inundation as shown in the photos provided by the Insured. It is noted that the water surface seen in the photos is flat and appears to be still which is consistent with flooding from the river. The water level gauge data is consistent with the information provided by the insured and would indicate that the property would have been inundated by water escaping the normal confines of the Brisbane River at sometime close to midnight on 12 January.*

*It is our opinion that the recorded rainfall intensities were extremely unlikely to have caused flooding from the stormwater drainage system during the evening of the 11<sup>th</sup> of January, 2011, prior to the rise of the river."*

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS) [REDACTED] under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes

damage caused by sudden and excessive run off as a result of storms in your client's local area. The PDS defines "flood" as:

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

Given the information from WorleyParsons we do not consider the loss you have suffered falls within the "water leaking or escaping from... pipes" coverage provided by the Policy, but is deemed to be as a result of flood.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and therefore we must maintain the previous decision not to pay your claim.

We have considered your concerns about information on the NRMA Insurance website. We note all of our web pages carry a map and notation at the top of each page to identify the relevant state - in this case the pages relate NSW, ACT and Tasmania, not Queensland.

Please accept this as our final decision in this matter. Should you not accept the decision you may pursue this matter externally to NRMA Insurance and your options include:

- Financial Ombudsman Service Limited  
GPO Box 3 - Melbourne, Victoria 3001  
1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this must be done within 2 years from the date of this letter.*
- seek legal advice

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations

encl: WorleyParsons correspondence 22 June 2011



14 June 2011

NARLETT

[REDACTED]  
[REDACTED] Baroona Rd  
PADDINGTON QLD 4064

Our References: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons). We apologise for the error with your names but confirm the report is specific to your property.

In your NRMA Home Buildings and Contents Insurance Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). "Flood" has never been an optional cover under the NRMA Qld policy.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim. The flood exclusion also applies to the optional "Fusion" cover under your policy.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide. Also enclosed is a satellite image and flood map for your area which we believe confirms the findings of Worley Parsons.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.


While we acknowledge your loyalty to NRMA we have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

encl: images



24 June 2011

[REDACTED]  
Durness Street  
KENMORE QLD 4069

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

189 Grey Street  
South Brisbane QLD 4101 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

**Our References:** [REDACTED]

**Site Addresses:** [REDACTED] Durness Street, KENMORE, QLD, 4069  
[REDACTED] Fortrose Street, KENMORE QLD, 4069 (the properties)

We refer to the above claims and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claims taking into account your concerns together with reports from our assessor, [REDACTED] and independent hydrology reports from WorleyParsons Services Pty Ltd (WorleyParsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to the properties.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claims.

To help you understand our decision we have enclosed copies of the NRMA policy booklets previously sent to you, which set out the terms and conditions of the cover we

provide.

We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011, as well as the respective individual property hydrology reports. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claims.

Yours sincerely,

  
Acting Resolution Manager  
Customer Resolutions  
Ph: 1800 045 517  
Fax: 1800 649 290



22 September 2011

[REDACTED]  
[REDACTED] Egmont St  
SHERWOOD QLD 4075

Insurance Australia Limited  
AGN 11 600 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaqld.com.au

[REDACTED]  
**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We note that we have attempted to contact you on several occasions or [REDACTED] to discuss this matter, but have not been successful. We further note that we sent you a contact letter dated 30 August 2011 to which you we have had no reply.

As we have not been able to discuss this matter further with you, we have conducted a thorough review of the circumstances of your claim taking into account your concerns raised with our office to NRMA Team Manager [REDACTED] on 15 April 2011 and Customer Relations Contact Consultant [REDACTED] on 23 May 2011, together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons) dated 8 April 2011 and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

We refer you to page 70 of the NRMA PDS under the heading "Glossary" where it states the definition of flood as follows:

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

We also refer you to page 17 of the NRMA PDS under the heading "*Water – leaking or escaping*" where it states as follows:

- "...however we will NOT cover loss or damage caused by water leaking or escaping from a*
- stormwater channel or canal*
  - stormwater pipe off the site"*

We attach another copy of the Worley Parsons report dated 8 April 2011 for your perusal, which concludes as follows:

*"In our opinion, the inundation of the basement carpark at [REDACTED] Egmont Street, Sherwood was caused by water escaping from the normal confines of the Brisbane River and backing up Oxley Creek towards the property. As the water level in the Brisbane River began to rise on Tuesday 11th January 2011, water would have initially infiltrated the subsurface drainage and sewerage system and affected the basement of the property before eventually flowing overland across the property."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of this matter.

Yours Sincerely,



Case Manager  
Customer Relations  
NRMA Insurance  
Ph: 1800 045 517  
Fax: 1800 649 290

20 September 2011



Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
Trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

**Your Reference:** [REDACTED]  
**Our Reference:** [REDACTED]  
**Policy Number:** [REDACTED]  
**Our Insured:** [REDACTED]  
**Site Address:** [REDACTED] Westlake Dr, Mount Ommaney, QLD (the property)

We refer to your correspondence, dated 27 June 2011 (received 25 August 2011) and request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from; our assessor, the overarching city hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) dated 17 February 2011; the property hydrology report from WorleyParsons dated 1 April 2011 and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

In the NRMA Home Insurance Building and Contents Product Disclosure Statement and Policy Booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

We refer you to page 70 of the NRMA PDS under the heading "Glossary" where it states the definition of flood as follows:

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

Your suggestion that NRMA failed to clearly inform the Insured of the relevant flood exclusion.

We have considered your suggestion that the Insured was not clearly informed that flood was an exclusion under his NRMA Home Insurance Building policy.



We refer you to page 3 of your correspondence under paragraph 4 which states as follows:

*"Our clients originally received a pds but as it was a large document and the couple are both working and have two small children they simply did not read it..."*

By the Insured's own admission, a copy of the NRMA PDS was sent to him along with his new business Certificate of Insurance when the policy was incepted.

Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* (the Act) and clearly advised the Insured of the relevant policy conditions in writing.

Furthermore, we note that the onus is on the Insured, to check the terms and conditions of the policy as well as policy coverage to ensure that they are satisfied with the level of cover.

The NRMA Insurance policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

We have also considered the Insured's concerns about information on the NRMA Insurance website. We refer you to the NRMA Insurance website ([www.nrma.com.au](http://www.nrma.com.au)) and have attached a screenshot of same for your perusal.

We note that the NRMA Insurance website has clearly defined links to the different insurance policies and products available. In particular, we note that there are links that refers customers to "[NRMA Insurance NSW, ACT & TAS](#)" and "[NRMA Insurance QLD](#)" accordingly.

#### **Hydrology Issues.**

We attach a copy of the WorleyParsons report dated 1 April 2011 for your perusal. The report states in part:

*"In our opinion, the inundation of the property at [redacted] Westlake Dr, Mount Ommaney was caused by water escaping the confines of the Brisbane River, backing up Mount Ommaney Creek. This water initially backed up the local drainage system in Mount Ommaney Creek beyond the property boundary, causing water to break the banks of the Creek system and inundate overbank areas. The property became inundated from water backing up from the Brisbane River."*

Therefore, based on the property hydrology report as well as the ICA hydrology report as the proximate cause of the damage to the property was "flood" and not as a result of any insurable event under the Insured's policy we maintain the previous position and deny indemnity.

#### **Request for information relied upon to make our final decision.**

We note that we have previously provided you with information we have relied upon to make our final decision.

We further note that NRMA did not introduce call recordings until 13 May 2005. Therefore, as the policy was inception on 1 July 2003, there is no call recording available for this transaction. We also note that there are no call recordings available for this policy.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports', please refer to report named "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

Please accept this letter as our final decision. We note that you have been in contact with the Financial Ombudsman Service (FOS) and we have received a copy of the FOS dispute form, which you have lodged on the Insured's behalf. We will be providing you with our Notice of Response shortly.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



16 September 2011

Legal Aid Queensland

[REDACTED]  
GPO Box 2449  
BRISBANE QLD 4001

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaqld.com.au

[REDACTED]

Your Reference: [REDACTED]  
Our Reference: [REDACTED]  
Policy Number: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Wau Rd, Darra, QLD (the property)

We refer to your correspondence, dated 3 August 2011 and request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from; our assessor, the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) dated 17 February 2011 and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

In the NRMA Landlord Insurance Product Disclosure Statement and Policy Booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 10 to 25 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

Your suggestion that NRMA failed to clearly inform the Insured of the relevant flood exclusion.

We have considered your suggestion that the Insured was not informed that flood was an exclusion under the NRMA Landlord Insurance policy.

We have enclosed a copy of the call recording from policy inception and we note that although there is no reference to the flood exclusion during this call, we can confirm a mail trace has found that a copy of the NRMA Landlord Insurance Product Disclosure Statement and Policy Booklet (PDS) was sent to the Insured with their new business Certificate of Insurance when the policy was inception.

- The NRMA website screenshot
- Call recording from policy inception

We are also aware that you have previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We look forward to your response regarding the property hydrology inspection/report.

Alternatively, should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of this claim.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



22 September 2011

Caxton Legal Centre Inc

1 Manning Street  
SOUTH BRISBANE QLD 4101

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaqld.com.au

Our References:

Our Insured:

Policy Number:

Site Address:

Ormonde Rd, Yeronga, QLD (the property)

We refer to our previous correspondence dated 2 August 2011 and the Insured's acceptance that we arrange for a property hydrology report.

**Cause of inundation to the property.**

As agreed, we arranged for a property hydrology report (copy attached) to be prepared by WorleyParsons Services Pty Ltd (WorleyParsons). Their report concluded as follows:

*"In our opinion, the inundation of the property at Ormonde Road, Yeronga, was caused by floodwaters exceeding the normal confines of the Brisbane River,*

Therefore, as the expert report concludes that the proximate cause of the damage to the property was "flood" and not as a result of an insurable event, we maintain our previous decision to deny indemnity.

**Damage to the roof of the garage.**

WorleyParsons have also reported on damage to the roof in the garage. It is reported that:

*"With regards to the roof of the garage, the peak water level was lower than the height of the ground floor ceiling by approximately 700mm. Therefore, the damage was not likely to have been a result of Brisbane River water levels. The damage to the roof may have been the result of a leak associated with either the household plumbing or the installed greywater system."*

With regard to the damage to the roof of the garage, this portion of the claim will be referred back to the claims department to manage, and to determine if the damage has been the result of an insurable event. The claims department will be in contact with the Insured to discuss this portion of the claim.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of the claim.

Yours sincerely,



Case Manager  
Customer Relations  
NRMA Insurance  
Ph: 1800 045 517  
Fax: 1800 649 290

NARLETT

9 June 2011

[REDACTED]  
[REDACTED] Macquarie St  
ST LUCIA QLD 4067

**Our Reference:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns and giving consideration to the independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons). We confirm that you have a copy of the report.

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your contents.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to accept your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:


- Financial Ombudsman Service  
GPO Box 3, Melbourne, Victoria 3001  
Tel: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Tel: 1800 045 517  
Fax: 1800 649 290

Encl: NRMA policy booklet



17 June 2011

[REDACTED]  
[REDACTED] Arrabri Ave  
MOUNT OMMANEY QLD 4074

[REDACTED]  
Our Reference: [REDACTED]

We refer to the abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", it lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

The Worley Parsons report specific to your property (copy attached) concludes:

*"In our opinion, the inundation of the property at [REDACTED] Arrabri Avenue, Mount Ommaney, was caused by water escaping the normal confines of the Brisbane River and backing up Mount Ommaney Creek."*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the report from Worley Parsons, confirms the damage was caused by flood.

Therefore, as flood is an event specifically excluded from cover as outlined in page 35 of the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet, we maintain the decision to deny indemnity.


To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note the Insurance Council of Australia (ICA) has established a 'Hydrology Panel' to assess and report on the nature and causes of flooding in various localities across Queensland. You may choose to reference their website for any relevant information, (<http://www.insurancecouncil.com.au/>).

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- seek legal advice

Yours sincerely,

  
Case Manager  
Customer Relations  
Tel : 1800 045 517  
Fax : 1800 649 290

Encl : Worley Parsons report  
Policy Booklet (PDS)



21 September 2011

Caxton Legal Centre Inc  
[REDACTED]  
1 Manning Street  
SOUTH BRISBANE QLD 4001

Insurance Australia Limited  
ASN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaqld.com.au

[REDACTED]  
Our References: [REDACTED]  
Policy Numbers: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Deniven St, Corinda, QLD (the property)

We refer to your correspondence dated 12 August 2011 and request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from; our assessor, the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

We refer you to page 70 of the NRMA PDS under the heading "Glossary" where it states the definition of flood as follows:

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

Your suggestion that NRMA failed to provide the Product Disclosure Statement prior to the Insureds paying for the policy in 2000.

We note that the building policy [REDACTED] was incepted on 29 June 2005 and contents policy [REDACTED] was incepted on 11 October 2005.

We refer to your reference that the Insureds could not recall receiving a PDS prior to making the initial payment in 2000. We note that this is in reference to the NSW policy and further note that this is irrelevant to this matter, as it relates to a separate insurance contract.

We have conducted a mail trace (copy enclosed) which confirms that the NRMA Home Insurance Buildings and Contents Product disclosure statement and policy booklet (PDS) were sent to the Insureds with their new business Certificate of Insurance when the policies were incepted.

The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* and clearly informed the Insureds of the relevant policy conditions in writing.

The Insureds' comment about a statement made by NRMA assessor, [REDACTED]

We have considered the Insureds' comment about the statement made by NRMA assessor, [REDACTED] whereby it was alleged by the Insureds that [REDACTED] indicated that they could expect to receive monetary assistance from NRMA. [REDACTED] denies making this statement and confirms that the Insureds were advised that the claim was lodged for consideration and that he was only there to assess the damage.

Furthermore, in this regard, even if this statement had been made by [REDACTED] which is denied. We note that any statement made after the claim was lodged will not prejudice the Insured's position.

#### Hydrology Issues.

Based on the expert reports from our assessor, WorleyParsons and the ICA, we consider that the proximate cause that damaged the property to be "flood".

Nevertheless, based on the additional information you have provided, we are prepared to arrange an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues you raised in your correspondence dated, 12 August 2011. However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with the Insureds if they are agreeable to this and if so we will arrange for WorleyParsons to contact you and/or the Insured directly to arrange a suitable date and time to inspect the property.

Alternatively, if this is not acceptable to [REDACTED] the external dispute options are outlined below.

**Request for information relied upon to make our final decision.**

We have enclosed a copy of the Certificate of Insurance and NRMA PDS which sets out the terms and conditions of the cover we provide. In addition, we have enclosed a copy of the claims lodgment screenshot from NRMA's Claims "BONUS" system.

We have also enclosed a copy of the mail trace carried out by NRMA which confirms that a copy of the relevant Certificate of Insurance and PDS were sent to the Insureds for both policies.

We are also aware that the Insured has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

We look forward to your response regarding the property hydrology inspection/report.

Alternatively, should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Alternative legal avenues.

We thank you for your patience in the review of this matter.

Yours sincerely,

[REDACTED]

Customer Relations  
NRMA Insurance  
Ph: 1800 045 517  
Fax: 1800 649 290



8 September 2011

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

[REDACTED]  
EMERALD QLD 4720

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaqld.com.au

[REDACTED]

FOS Ref: [REDACTED]  
Our References: [REDACTED]  
Site Address: [REDACTED] Blue Gums Dr, Emerald, QLD

We refer to the above claim and our recent discussion regarding the dispute you have lodged with the Financial Ombudsman Service (FOS).

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your FOS Dispute Form, together with reports from our assessor, Mr [REDACTED] and the hydrology report from RPS Australia East Pty Ltd (RPS) dated 20<sup>th</sup> January 2011.

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the hydrologist, RPS Australia East Pty Ltd concluded as follows:

- Emerald is located beside the Nogoa River, which has a catchment area of 16,501 square kilometres, comprising a large area of the central highlands.
- A major feature in the catchment is Fairbairn Dam which is built across the Nogoa Gap creating Lake Maraboon.
- There was widespread variable rainfall over the whole of the Nogoa River catchment prior to and during the period 26 to 28 December 2010, including some intense falls in the upper part of the catchment on 27 December 2010.

- *The catchment rainfall caused water to rise to approximately 5.58 metres over the spillway at Fairbairn Dam, resulting in major flooding of the Nagoa River at Emerald, 18km downstream.*
- *The worst affected areas from this flooding included Blue Gum Drive.*
- *Peak water level occurred during 31 December 2010, and little or no rainfall occurred in Emerald during the period of overbank flooding.*
- *Water damage to properties in Emerald occurred as a result of the floodwaters escaping from the river and flowing through town.*

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Emerald, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.


With regard to your comments that you were not informed by NRMA that the policy did not provide cover for flood. We refer to our conversation on 7 September 2011 where you confirmed that you received a copy of the NRMA Home Insurance Building and Contents PDS when the policy was incepted, however, you failed to read this.

Your insurance contract with NRMA Insurance is made up of your Certificate of Insurance as well as the NRMA Home Insurance PDS. We note that the onus is on you as the insured to read these documents to ensure that you are satisfied with the level of cover.

Therefore, as we cannot identify any error on the part of NRMA Insurance, we maintain the previous decision to deny indemnity.

Please accept this letter as our final decision. As you have already referred this matter to the Financial Ombudsman Service, we will be forwarding you a copy of our Notice of Response which confirms our position together with all of the material we have relied upon to make our final decision via Express Post shortly. Please also note you may also wish to refer this matter to a solicitor to seek legal advice.

Yours sincerely,

  
Senior Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



15 August 2011

[REDACTED]  
Hargreaves Ave  
CHELMER QLD 4068

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227661  
Trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

[REDACTED]  
**Our References:** [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) specific to your property.

The report from WorleyParsons, a copy of which you have received, concluded that the inundation of your property "...was caused by water escaping from the normal confines of the Brisbane River and backing up Prices Creek."

We acknowledge the report prepared by WRM in respect to your neighbour's property and their insurer's letter to your neighbour. As discussed, the report was referred to WorleyParsons for comment and their response was recently received. Worley Parsons concur with WRM who state:

*"...it is possible that the ground floor level was inundated by floodwaters backing up through the stormwater pipe drainage system, prior to inundation by direct overflow of floodwaters..."*

Worley Parsons further comments that "The rising Brisbane River backed up the local sub-surface drainage system and spilled out into the low lying areas surrounding the property." (see attachment).

It is also noted that WRM further state:

*"Prior to overbank flooding from the Brisbane River, the low lying area of [REDACTED] in the vicinity of the subject property (your neighbour) would have been inundated by floodwater backing up through the piped stormwater system and surcharging from stormwater inlet pits."*



In the NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by a sudden and excessive run off of water as a result of storms in your local area.

Furthermore, we also refer you to page 17 of the PDS under "Water – leaking or escaping" where it states that cover does not extend to water leaking or escaping from a stormwater pipe off the site. It is noted the policy coverage provided by your neighbour's insurer is not the same as that provided by your NRMA policy and each claim must be determined on its merits and in accordance with the relevant policy terms and conditions.

In your recent correspondence you refer to the other insurer using three independent hydrologists in collating the report specific to your neighbour's property. This assertion is incorrect as only WRM was responsible for your neighbour's property report. In reference to the three hydrologists, including WorleyParsons who provided us with your property report, they were one of the three hydrologists responsible for compiling the overarching report commissioned by our industry body, the Insurance Council of Australia (ICA). You can view the report at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Therefore, we reiterate the hydrology report specific to your property is accurate and has concluded that your property was not damaged by "Storm", "Water – leaking or escaping" or any other insurable event.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding to your property, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please accept this letter as NRMA's final decision in this matter which is made independent of the NRMA claims department. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service (FOS)  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)

*Please note that this matter must be pursued within 2 years from the date of this letter.*

- Referral to a solicitor to seek legal advice.

Our previous references to FOS, in particular the email of 27 June 2011, were made in compliance with the General Insurance Code of Practice.

In regard to your request for contact details of our Media Liaison Officer or equivalent, you may submit any information via Customer Relations (email: [customer.relations@iag.com.au](mailto:customer.relations@iag.com.au)) and it will be referred to the appropriate area of the business.

Thank you for your patience during the review of your claim.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

encl: Policy Booklet (PDS) – included with mailed copy of this letter  
WorleyParsons email

15 July 2011

[REDACTED]  
HURSTVILLE NSW 2220

[REDACTED]  
Our Reference: [REDACTED]  
Site Address: [REDACTED] Inskip St, Rocklea, Qld

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Buildings and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rainfall in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damaged to your property. A copy of the hydrology report is enclosed.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Having noted your comments that on taking out insurance cover you sought to protect your property against "acts of God" we have obtained a copy of the recording which we also enclose. While there is reference to damage caused by incidents such as earthquake and fire being covered under the policy, the consultant specifically states that the policy does not cover you for flood. You were also advised to consider the contents of the Certificate of Insurance and PDS to ensure the cover provided by the policy meets your requirements.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

Encl: Policy Booklet (PDS)  
Worley Parsons report  
Policy inception call

NARLETT

4 July 2011

Scoglio Law

PO Box 504  
SPRING HILL QLD 4004

Our Reference: [REDACTED]  
Your Reference: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Lucy St, Milton QLD 4064

We acknowledge your recent correspondence and advise we have reviewed the claim as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the issues outlined in your correspondence, together with reports from our assessor, a hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

In your client's NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your client's local area.

In your client's case, the expert advice confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to the property.

Whilst we acknowledge the unfortunate nature of your client's loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your client's claim.

We have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note the abovementioned ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

Please accept this as our final decision in this matter. Should you not accept the decision you may wish to pursue this further with your options being external to NRMA Insurance and your include:

- Financial Ombudsman Service Limited  
GPO Box 3 - Melbourne, Victoria 3001  
Tel: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)
- Alternative legal options.

Yours sincerely,

  
Case Manager  
Customer Relations

Tel: 1800 045 517  
Fax: 1800 649 290

Encl: Policy booklet (PDS)  
2010-2011 Certificate of Insurance  
NRMA letter dated 23 February 2011  
Home assessment report  
nearmap images  
WorleyParsons hydrology report dated 17 February 2011



16 September 2011

Scoglio Law  
[REDACTED]

PO Box 504  
SPRING HILL QLD 4004

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

[REDACTED]  
Our Reference: [REDACTED]  
Your Reference: [REDACTED]  
Policy Number: [REDACTED]  
Our Insured: [REDACTED]  
Site Address: [REDACTED] Lucy Street, MILTON, QLD (the property)

We refer to your correspondence dated 19 August 2011, requesting that we carry out a further review of this matter.

**Your suggestion that NRMA failed to adequately notify the Insured of the relevant flood exclusion.**

We have considered your suggestion that the Insured was not informed that flood was an exclusion under the NRMA Home Insurance Buildings and Contents policy.

We have obtained a copy of the policy inception call recording and note that the policy was taken out by the Insured's mother (acting as an agent). We can confirm that during this call the Insured's mother was informed that flood was not covered under the policy.

In addition, we confirm that a copy of the NRMA Home Insurance Buildings and Contents Product Disclosure Statement and Policy Booklet (PDS) was sent to the Insured with their new business Certificate of Insurance when the policy was inception. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

We note in accordance with *Insurance Contracts Act 1984* (the Act), we are not required to provide details of policy coverage on the Certificate of Insurance. We refer to page 2 of the enclosed copy of the Certificate of Insurance, under the heading "Your Policy Details" where it states "The following pages list your Policy details. Please keep this certificate, along with your Home Insurance Product Disclosure Statement and Policy Booklet (PDS), and any applicable Supplementary PDS in a safe place. On payment these documents will form your Home Insurance Contract"

We note that the onus is on the Insured to ensure that the policy coverage is sufficient by reading the policy documents, prior to making a payment on the policy.

Therefore, we have complied with Section 35 of the Act and clearly advised the insured of the relevant policy conditions both in writing and verbally. Furthermore, we submit that in accordance with Section 35(2) of the Act, *"the insured knew, or a reasonable person in the circumstances could be expected to have known"* of the relevant flood exclusion.

**Your suggestion that the NRMA website is misleading.**

We have also considered your concerns about information on the NRMA Insurance website. We refer you to the NRMA Insurance website ([www.nrma.com.au](http://www.nrma.com.au)) and have attached a screenshot of same for your perusal.

We note that the NRMA Insurance website has clearly defined links to the different insurance policies and products available. In particular, we note that there are links that refers customers to "NRMA Insurance NSW, ACT & TAS" and "NRMA Insurance QLD" accordingly. Furthermore, all of our web pages carry a map and notation at the top of each page to identify the relevant states/territory.

**Your suggestion that we have issued the incorrect policy.**

We have considered your suggestion that we issued the incorrect policy and have fully investigated this and confirm that the correct policy was sent to the insured with the *"G012824 09/08 – NRMA QLD Home PDS & Policy Booklet"*. We have enclosed a copy of the Certificate of Insurance (COI) and PDS which were sent to the insured, and also enclose a copy of the mail trace results which support same.

Accordingly, based on all of the information, we maintain our previous decision to deny indemnity.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.



Thank you for your patience during the further review of this claim.

Yours sincerely,



Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

26 July 2011

[REDACTED]  
WORONGARY QLD 4213

[REDACTED]  
Our Reference: [REDACTED]  
Policy Number: [REDACTED]  
Site Address: [REDACTED] Nixon Drive, North Booval, Qld

We refer to your letter dated 2 July 2011 (received 6 July 2011) and advise this matter has been reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account the concerns outlined in your correspondence, together with reports from our assessor, the hydrology reports from WorleyParsons Services Pty Ltd (WorleyParsons), including their report specific to your property, and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated 20 February 2011.

**Policy booklet (PDS)**

We note your comment that you believed your policy covers you for damage caused by both storm and flood and acknowledge the policy booklet (PDS) attached to your letter.

As discussed with you, the PDS you refer to is an NRMA NSW PDS with an edition date of 09/10 (September 2010 – see back cover). To obtain this document via the NRMA Queensland website you would need to click on the link to *NRMA Insurance in NSW, ACT or TAS*. This document was produced after the inception date of your policy (1 June 2010) and was not the PDS mailed to you. We confirm the PDS previously forwarded to you with G012825 09/08 on the back cover was the document mailed to you with your Certificate of Insurance at inception of the policy.

We have listened to the policy inception call and note you requested the same level of cover as your property at Morayfield [REDACTED]. We have also listened to the recording of policy inception call for your Morayfield property, taken out a few weeks earlier, and confirm you were clearly informed the policy does not cover you for flood. A copy of the recordings can be provided should you so request.

**Cause of inundation**

With any given loss there can be a number of causes of the loss. However, insurance law require we focus on the real or proximate cause of a loss. (We are happy to refer you to relevant case law if you would like us to do so). We have reached the conclusion, based on expert opinion, that the real or proximate cause of your loss is flood (as defined).

**Denial of the claim in accordance with the NRMA Insurance terms and conditions**

In the NRMA Landlord Insurance PDS (09/08), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 10 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of the PDS). Cover for storm includes damage caused by sudden and excessive run off of water as a result of storms in your local area.

In your case the expert advice confirms that the damage to your property was not caused by sudden and excessive run-off of water as a result of storms in your local area but, rather, by flood. There was no significant rain in the local area at the time of the flooding, and as you state in your letter, the damage to your property was caused by rain upstream in the upper catchments which some time later resulted in the flooding of your property.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Ipswich, the policy excludes damage caused by flood and based on the information available we must maintain the previous decision not to pay your claim.

As discussed recently, and contrary to the hydrologists report, we confirm the depth of flooding to your property was approximately one metre. This was noted by our assessor, [REDACTED] when he attended on 27 January 2011.

The abovementioned ICA hydrology report, "VOLUME 3 FLOODING IN IPSWICH CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3, Melbourne, Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- seek legal advice

Thank you for your patience during the review of the claim.

Yours sincerely

[REDACTED]  
Customer Relations  
Tel: 1800 045 517  
Fax: 1800 649 290

27 July 2011

NARLETT

[REDACTED]  
MOOLOOLABA QLD 4557

[REDACTED]  
Our Reference: [REDACTED]  
Site address: [REDACTED] Hanbury St, North Bundaberg, Qld

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from RPS Australia East Pty Ltd (RPS).

You lodged your claim on 10 March 2011 at which time you had already authorised the replacement of the timber stumps, which are predominantly the subject of the claim, with concrete stumps.

In compiling his report our assessor attended your property and found that one timber stump remained and was in a deteriorated condition. He spoke to your repairer/buildar and was informed that the replaced stumps were also in a deteriorated state. This is consistent with an ongoing problem of water sitting underneath the house, as a result of more than one incident of rainfall, or flood waters being present for a prolonged period. The assessor also spoke to your property manager who advised that muddy water from the river inundated the rear yard and underneath the house.

In your NRMA Landlord Insurance Product Disclosure Statement and Policy Booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 10 to 25 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

The policy also excludes loss or damage caused by or arising from "deterioration" (page 27) and defines "incident" as: "*a single occurrence or a series of occurrences...arising out of the one event.*" (page 61).

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Bundaberg, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of cover we provide.

We also enclose a copy of the RPS report dated 9th February 2011, which sets out the cause of the flooding in the Bundaberg area and confirm your property is situated within the flood region.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Tel: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

We understand you are overseas at the present time, however, should you have any evidence that is contrary to that which we have relied on in our review you may submit it for consideration.

Thank you for your patience during the review of your claim.

Yours sincerely,

  
Case Manager  
Customer Relations  
Tel: 1800 045 517  
Fax: 1800 649 290

Encl: NRMA Landlord PDS  
RPS hydrology report

16 September 2011

[REDACTED]  
[REDACTED] Harte St  
CHELMER QLD 4068

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account your concerns together with reports from our assessor, [REDACTED] and an independent hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons).

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

As discussed on 8 August 2011, with regard to your request for ex-gratia consideration, whilst we do value your ongoing association with our organisation, we do also have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. Therefore, as the nature of the loss has not fallen within the coverage that is provided, unfortunately, we will not be considering an ex-gratia payment on this matter.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.


We are also aware that you have previously been provided with a copy of the Worley Parsons report dated 17th February 2011, which sets out the cause of the flooding in the Brisbane area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Referral to a solicitor to seek legal advice.

Yours sincerely,

  
Senior Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290

NARLETT

23 August 2011

SEND TO KEEP  
027724411097

Legal Aid Queensland

GPO Box 2449  
BRISBANE QLD 4001

[Redacted]

Our Reference:  
Our Insured:  
Policy Numbers:  
Site Address:

[Redacted]

Arrabri Avenue, Jindalee, QLD (the property)

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from our assessor, [Redacted] the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

Alleged misrepresentations as to Policy Coverage and provision of the Product Disclosure Statement

We have considered the Insured's concerns about information on the NRMA Insurance (NRMA) website. We refer you to the NRMA website ([www.nrma.com.au](http://www.nrma.com.au)) and have attached a screenshot of same for your perusal.

We note that the NRMA website has clearly defined links to the different insurance policies and products available. In particular, we note that there are links that refers customers to "NRMA Insurance NSW, ACT & TAS" and "NRMA Insurance QLD". Furthermore, all of our web pages carry a map and notation at the top of each page to identify the relevant states/territory.

We have also obtained a copy of the policy inception recording and, contrary to the Insured's assertions, she was clearly informed that flood was not covered under the policy (refer 23 min 30sec into the call). This was reiterated later in the call (refer 33 min) when the consultant stated "Your policy does not cover you for flood." We note the first 19 minutes of the call is in relation to motor vehicle insurance. A copy of the call is provided for your reference.



In addition, we confirm that a copy of the NRMA Home Insurance Buildings and Contents Product Disclosure Statement and Policy Booklet (PDS) was sent to the insured with her new business Certificate of Insurance when the policy was inception. The policy coverage has not changed since that time and, unfortunately, does not include cover for flood.

Therefore, we have complied with Section 35 of the *Insurance Contracts Act 1984* (the Act) and clearly advised the insured of the relevant policy conditions both in writing and verbally. Furthermore, we submit that in accordance with Section 35(2) of the Act, "the insured knew, or a reasonable person in the circumstances could be expected to have known" of the relevant flood exclusion.

#### Denial of the claim

In the NRMA PDS, under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of the PDS). Cover for storm includes damage caused by sudden and excessive run off of water as a result of storms in your local area.

In the insured's case, the expert advice from both WorleyParsons and ICA reports confirms there was no significant rain in the local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to property.

In any event, if it were to be found that part of the damage to the insured's property was as a result of an insurable event, which we do not, and a policy exclusion, we rely upon the principles of *Wayne Tank* and maintain that we are entitled to deny indemnity.

#### Hydrology Issues

Notwithstanding the above, we are prepared to arrange an individual property hydrology inspection/report to be carried out by WorleyParsons to consider the issues raised in your correspondence dated 1 August 2011. However, as you can appreciate, due to the number of current flood matters in QLD and the availability of hydrologists, an inspection of the property may take up to 3-4 weeks.

Please confirm with the insured if they are agreeable to this and if so we will arrange for WorleyParsons to contact you and/or the insured directly to arrange a suitable date and time to inspect the property.

#### Request for information

We have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide, as well as a copy of the policy inception call recording and NRMA assessment report.

We also advise our claim lodgement consultant recorded the incident circumstances, as described by the insured, as follows:

**"WATER HAS ENTERED THE HOME FROM THE LOCAL CREEK AT FLOOR LEVEL CAUSING DAMAGE TO CONTENTS INSIDE THE HOME"**

We understand the Insured has previously been provided with a copy of the WorleyParsons report dated 17 February 2011, which sets out the cause of the flooding in the Brisbane and Ipswich area on 12 and 13 January 2011. However, should you require another copy, please contact Customer Relations and we will arrange for this to be sent to you.

Please note the ICA hydrology report, "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011 is available on the ICA website, <http://www.insurancecouncil.com.au/> refer 'Qld Floods - Hydrology reports'.

Whilst we acknowledge the unfortunate nature of [REDACTED] loss and the difficulties faced as a result of the flooding in Brisbane, the policy excludes damage caused by flood and based on the information available we must maintain the previous decision not to pay the Insured's claim.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- Alternative legal avenues.

Thank you for your patience during the review of the claim and we look forward to your response.

Yours sincerely,

[REDACTED]  
Case Manager  
Customer Relations  
PI [REDACTED]  
Fax: 1800 649 290



23 August 2011

[REDACTED]  
Plumridge St  
CHELMER QLD 4068

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

[REDACTED]  
Our Reference: [REDACTED]

We refer to the above claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of the claim taking into account the concerns outlined in your correspondence, together with reports from; our assessor, the hydrology report from WorleyParsons Services Pty Ltd (WorleyParsons) dated 17<sup>th</sup> February 2011 and the hydrology report prepared by the panel of hydrologists on behalf of the Insurance Council of Australia (ICA), "VOLUME 2 FLOODING IN BRISBANE CITY LGA" dated, 20 February 2011.

In your NRMA Home Insurance Building and Contents Product disclosure statement and policy booklet (PDS), under the heading of "WHAT YOU ARE COVERED FOR", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 17 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 15 and 35 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

In your case, the expert advice confirms there was no significant rain in your local area at the time of the flooding. Rather, the flooding was caused by rain upstream in the upper catchments west of Brisbane which some time later overflowed the banks of the Brisbane River downstream and caused damage to your home.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result of the flooding in Brisbane, your policy excludes damage caused by flood and as a result we must maintain the previous decision not to pay your claim.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

6009919 09/08

Thank you for your patience during the review of your claim.

Yours sincerely,



Senior Case Manager  
Customer Relations  
Ph: 1800 045 517  
Fax: 1800 649 290



16 September 2011

[REDACTED]

FIGTREE NSW 2525

[REDACTED]

Our Reference: [REDACTED]

Site Address: [REDACTED] Nixon Dr, North Booval, QLD

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

PO Box 1162  
Brisbane QLD 4001 Australia  
Telephone 131 123  
Facsimile 07 3135 1470  
nrmaql.com.au

We refer to your abovementioned claim and your request that this matter be reviewed as part of our internal dispute resolution process.

We have conducted a thorough review of the circumstances of your claim taking into account the concerns in your letter dated 6 July 2011, together with an independent property hydrology report from Worley Parsons Services Pty Ltd (Worley Parsons) dated 29 March 2011.

In the NRMA Landlord Insurance Product Disclosure Statement and Policy Booklet (PDS), under the heading of "**WHAT YOU ARE COVERED FOR**", the policy lists the incidents for which cover is provided. The details of cover are outlined on pages 6 to 21 and while the incident of "Storm" is covered, damage caused by flood is specifically excluded (see pages 18 and 27 of your PDS). Cover for storm includes damage caused by sudden and excessive run off as a result of storms in your local area.

The Worley Parsons report specific to your property (copy enclosed) concludes:

*"In our opinion, the inundation of the property at [REDACTED] Nixon Dr, North Booval was caused by flows exceeding the natural confines of the Bremer River backing up Bundamba Creek and the local stormwater system."*

We note that Worley Parsons have incorrectly typed your name as [REDACTED] on the cover page accompanying the hydrology report, and apologise for this error.

Whilst we acknowledge the unfortunate nature of your loss and the difficulties faced as a result, the information available, in particular the individual property report from Worley Parsons, confirms the damage was caused by flood. As your policy excludes damage caused by flood we must maintain the previous decision not to pay your claim.

With regard to your request for ex-gratia consideration, whilst we do value your ongoing association with our organisation, we do also have a responsibility to all our policy holders to ensure the coverage we provide when a claim is made is in accordance with the Contract we have entered into. Therefore, as the nature of the loss has not fallen within the coverage that is provided, unfortunately, we will not be considering an ex-gratia payment on this matter.

To help you understand our decision we have enclosed a copy of the NRMA PDS which sets out the terms and conditions of the cover we provide.

Please note our industry body, the Insurance Council of Australia has established a panel of hydrologists to provide public reports on the nature and causes of flooding in various localities across Queensland. You may find some additional information in these reports which are available at <http://www.insurancecouncil.com.au/> refer 'Qld Floods – Hydrology reports'.

Please accept this letter as our final decision. Should you not accept this decision, you may wish to pursue this further and your options are now external to NRMA Insurance and include:

- Financial Ombudsman Service  
GPO Box 3,  
Melbourne Victoria 3001  
Ph: 1300 780 808  
[www.fos.org.au](http://www.fos.org.au)  
*Please note that this matter must be pursued within 2 years from the date of this letter.*
- seek legal advice

Yours sincerely,



Case Manager  
Customer Relations  
Tel : 1800 045 517  
Fax : 1800 649 290



2 May 2011

[REDACTED]  
Worley Parsons Services Pty Limited

By email [REDACTED]

Insurance Australia Limited  
ABN 11 000 016 722  
AFS Licence No. 227681  
trading as NRMA Insurance

388 George Street  
Sydney NSW 2000 Australia  
Telephone (02) 9292 9222  
Facsimile (03) 8804 9353  
nrma.com.au

Dear Chris

**Instructions to provide a Supplementary report for IAG in relation to flooding in Ipswich in January 2011**

Further to our telephone conversation this afternoon, I refer to the hydrology report entitled 'Impact of January 2011 South East Queensland Weather Event at Brisbane and Ipswich' dated 17 February 2011 which you prepared for IAG.

We note that this report was prepared at a time when all relevant data was not available to you. We would like you to update your report to reflect the best information currently available. Could you please provide a supplementary report addressing the following matters:

1. Please revise your report generally to provide a clearer distinction throughout between the commentary relating specifically to the Brisbane River Catchment and that relating to the Bremer River Catchment including:
  - 1.1 please provide a Figure (or figures) clearly indicating the extent of the relevant sub-catchment areas referred to in the report including:
    - the upper Caboolture River Catchment
    - the lower Caboolture River Catchment
    - the upper Brisbane River Catchment
    - the lower Brisbane River Catchment
    - the upper Condamine River Catchment
    - the lower Condamine River Catchment
    - the upper Bremer River Catchment
    - the lower Bremer River Catchment
2. Please ensure that your commentary throughout the report clearly indicates, and separately addresses, the Bremer River sub-catchment. For example, please add additional commentary to section 2 'Rainfall Analysis' to specifically address the upper and lower Bremer River catchments.
3. Please provide expanded consideration of and commentary on the hydrological, geomorphic and topographic characteristics of the upper Bremer River catchment. Please add additional data sourced from the upper Bremer River catchment including in Table 1. In doing so, please clearly comment on the relative difference between the rainfall levels in each of the upper and lower Bremer River catchment areas;

4. Please specifically provide commentary on the relative impacts on flooding in the Ipswich area between the key sources of water being:
  - local run-off in the lower Bremer catchment;
  - downstream water from the upper Bremer catchment;
  - backwater effects from the Brisbane River.
5. Please add further specificity in relation to the timing and intensity of relevant rainfall events affecting the relevant catchments. For example, Figures B1, B2 and A3 each refer to the time frame between 'the critical rainfall' and 'the peak response'. Please identify clearly what is meant by the 'critical rainfall' in respect of each area. Please consider whether such information could be graphically displayed in a manner which allows more direct comparison between the rainfall proximate to each relevant water level guage and the corresponding water levels.
6. At paragraph 5 on page 15, you state that 'at the time of writing the Bureau of Meteorology (BoM) which is the owner and operator of many Queensland river gauges, had not officially made available all river level data during the January 2011 South-east Queensland Weather Event.' In the event that such information is now available, please update your report by reference to such additional data.

I would be grateful if you could call me on [REDACTED] when you have received these instructions to discuss time frames and indicative cost for preparing this supplementary report. I note that your existing IAG terms will apply to these instructions.

Yours faithfully

[REDACTED]  
General Counsel – Direct Insurance



[REDACTED]  
WorleyParsons Services Pty Ltd

Level 12, 141 Walker Street  
North Sydney, NSW 2060

Date 21/01/2011

[REDACTED]  
**Subject: hydrology consulting services– Letter of Agreement**

We are pleased to engage WorleyParsons (You) to provide the Services described in the attached Schedule of Works to IAG Re Australia Limited and its related bodies corporate (We, Us, Our) for the fees detailed in that Schedule (Fees) and on the terms set out in this letter of agreement (LOA).

The Services will be described in individual Schedules of Work and each Schedule of Work will reference this LOA and be subject to its terms and conditions. Schedules of Work are to be numbered consecutively.

This LOA commences on the commencement date referred to in Schedule 1.

You will commence providing the Services on the commencement date referred to in the Schedule of Work. Your Services will end on the termination date also referred to in that Schedule unless terminated earlier in accordance with this LOA. This LOA will continue until it is terminated by You or Us in accordance with the termination clause below .

If a Representative(s) is named in a Schedule of Work that Representative must perform all or such parts of the Services as are specified in the Schedule of Work unless we agree otherwise.

The person signing this LOA warrants that he or she is authorised by WorleyParsons to enter into this LOA and that WorleyParsons agrees to be bound by the terms and conditions of this LOA.

**We may end this LOA or a specific Schedule of Work at any time by giving at least 5 business days notice to You.**

**You may end this LOA or a specific Schedule of Work at any time by giving us at least 10 business days notice.**

Termination of this LOA terminates its Schedule(s) (including Schedules of Work) unless agreed otherwise in writing.

## 1. Your Obligations

You will be required to comply with the following obligations:

### 1.1 Services obligations

- (a) You will complete the Services as set out in the relevant Schedule of Work within the time frames specified in the Schedule of Work and will do so in a proper, workmanlike and professional manner and in accordance with this LOA and our reasonable and lawful directions from time to time in relation to the Services.
- (b) Despite clause 1.1(a), You will determine at Your own discretion, and by exercising Your own skill and judgement, the manner and means by which Services are performed, provided always that You comply with all applicable laws.
- (c) While You are engaged by us under this LOA, You must ensure that You do not provide services to any person or entity that would give rise to a conflict of interest with the Services You are providing to us and if a conflict arises or is likely to arise You must notify us. In the event of a conflict of interest we may terminate this LOA with immediate effect.
- (d) You must provide us with reports in connection with Services in a format and media reasonably required or approved by us from time to time.

### 1.2 Invoicing

- (a) You may issue an invoice for Fees and expenses We have agreed with You for completing the Services on meeting the milestone or as otherwise specified in the SOW. IAG will pay valid invoices within 30 days of receipt.
- (b) Where specified in the relevant SOW, You will provide timesheets with Your invoices to Us.
- (c) Invoices must be tax invoices and be in accordance with GST law. In this LOA, **GST Law** means *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* and words defined in the GST law have the same meanings in this clause.

### 1.3 Your obligations with regard to Your Representatives

- (a) You acknowledge that those of Your Representatives providing Services are not and will not become our employees or agents or of our related bodies corporate as a result of carrying out Your obligations under this LOA.

- (b) You retain all rights, powers and responsibilities of an employer of the Representative under statute, common law or industry award and in relation to the determination of work hours and employment termination. You are responsible for all wages, salaries, fees and other payments to Your Representatives and for compliance with all applicable statutory requirements regarding Your Representatives, including superannuation, workers compensation, group tax, payroll tax (except where under any applicable legislation this becomes our responsibility), privacy, confidentiality and occupational health and safety.
- (c) Where Your Representative carries out all or any Services on Our premises, You will ensure that the Representative abides by the workplace policies and security and access procedures advised by Us from time to time.
- (d) You must ensure that Your Representative complies with Your obligations under this LOA.

**1.4 Your Privacy obligations**

- (a) You will, and will ensure that Your Representatives will, comply with all privacy obligations under any applicable law or legislation.
- (b) You must not use or disclose any personal information other than to discharge Your obligations under this document, except with Our prior written consent.
- (c) You must to the extent that they relate to the matters the subject of this LOA:
  - (1) assist Us to comply with its obligations under the Privacy Act;
  - (2) not cause or allow anything to be done that results in us breaching Our obligations under the Privacy Act;
  - (3) comply at all times with the National Privacy Principles as if they apply to You;
  - (4) take all necessary steps to protect personal information in Your possession against unauthorised use, modification or loss; and
  - (5) return all personal information to Us (or if requested by us, destroy or de-identify such information) upon termination or expiry of this LOA or when requested by Us.
- (d) If there is a conflict between the provisions of this clause and confidentiality obligations in clause below, this clause prevails.

IAG RE 010311

- (e) In this LOA Privacy Act means the Privacy Act 1988 (Cth) and the words personal information have the meaning given in that Act.
- (f) This clause will survive termination of this LOA.

**1.5 Your Confidentiality obligations**

- (a) In this clause, **Confidential Information** means:
  - (1) information about the management, business, property, files, operations, plans or clients of us or our related bodies corporate;
  - (2) analyses, reports, forecasts, studies or other documents prepared by You which contain or reflect such information;
  - (3) information of which You become aware because of Your provision of the Services and which it would be reasonable for You to consider to be our confidential information or that of our related bodies corporate whether identified as being confidential or not;
  - (4) personal information collected by us or our related bodies corporate;

regardless of the form or source, but excludes information:

- (5) that is or becomes publicly available; or
- (6) independently received or developed by You, without relying on, referring to or incorporating any of the Confidential Information,

other than information obtained because of a breach of any obligation of confidentiality by You or any other person.

- (b) You:
  - (1) agree to keep Confidential Information confidential;
  - (2) must only use or disclose Confidential Information to the extent necessary for provision of Services;
  - (3) agree that information arising from provision of Services may also be Confidential Information, in which case the obligations set out in this clause also apply to that information;
  - (4) must obtain our prior written consent before disclosing any Confidential Information to any person other than Your Representatives or an employee of Ours;

LAG RE 010311

- (5) will not in any way disclose, reproduce or use the Confidential Information without Our prior written consent, unless the use or disclosure complies with a right to disclose under this LOA;
  - (6) acknowledge that nothing in this LOA obliges us to disclose Confidential Information, acquire any goods, services or products or enter into any transaction with any person.
- (c) You:
- (1) subject to clause 1.5(c)(2), may only disclose Confidential Information to Your Representatives who needs to know that information for provision of Services;
  - (2) must ensure that each of Your Representatives is made aware of the contents of this clause and complies with Your obligations under this clause as if those obligations were imposed on that person directly.
- (d) You may disclose Confidential Information to the extent required by:
- (1) law;
  - (2) an order of any court or tribunal of competent jurisdiction; or
  - (3) any government agency, stock exchange or other regulatory or administrative body that has the legal right to require disclosure,
- and where such disclosure is required, You will do all that is reasonable to:
- (4) ensure that the third party recipient of the Confidential Information is made aware that it is confidential;
  - (5) limit any such disclosure in any way that we reasonably request; and
  - (6) give us sufficient notice to enable it to take action to protect its Confidential Information.
- (e) On completion or termination of this LOA or at our request, You must immediately deliver, erase or destroy, as directed by Us, all documents and other materials in its possession or control that contain Confidential Information, except to the extent that You are required by law to retain a copy or otherwise require a copy for your auditable records. Compliance with this requirement does not release You from its obligations under this clause.

- (f) Subject to clause 1.5 (e), If we request, You must certify in writing to us that the materials and documents containing Confidential Information have been delivered, erased or destroyed.
- (g) This clause will survive termination of this LOA.

#### 1.6 Our Obligations

We will provide You with information, resources and access to premises that You reasonably require to carry out Services.

#### 1.7 Intellectual Property

- (a) In this LOA:
  - (1) **Intellectual Property** means all existing and future intellectual property rights throughout the world whether protected by statute or not, including rights in relation to any copyright, trade marks, designs, inventions (including patents), discoveries, algorithms or formulae, know-how, trade secrets, trade dress and get-up and domain names, semiconductor or circuit layout rights whether or not registrable, registered or patentable, including any right to apply for grant or registration of any such rights and all renewals and extensions of these rights;
  - (2) **Project IP** means any Intellectual Property created by You or Your Representatives for delivery to IAG for the purpose of, in the course of, or in connection with, providing the Services.
- (b) Ownership of the Project IP vests in You immediately upon its creation.
- (c) On the creation of each item of Project IP You will grant an irrevocable, royalty free and worldwide licence for IAG Re Australia and its related companies to use the Project IP, including any Reports prepared under a SOW, for the following specified purposes:
  - (1) The processing and assessment of claims submitted by any policy holder of any IAG Re Australia related company including Insurance Australia Limited, CGU Insurance Limited, Swann Insurance Pty Limited, Insurance Manufacturers of Australia Limited
  - (2) Reporting regarding storm and flood events including
    - (A) IAG group internal reporting

IAG RE 010311

- (B) any external reporting required by regulators such as APRA or ASIC or by the Insurance Council of Australia
  - (C) any reports required by external Reinsurers in relating to cover under reinsurance contracts
  - (3) Development and drafting of underwriting guidelines, policy wordings and interpretations for the underlying policies and in reinsurance contracts
  - (4) Presentations and submissions to external reinsurers in seeking reinsurance cover under reinsurance contracts
  - (5) Development of internal flood and storm damage maps
  - (6) Training of IAG staff including assessors, underwriting and claims staff, reinsurance staff and those engaged in research and analyst of natural perils
  - (7) Presentations by IAG personnel at Industry and professional conferences provided that appropriate attribution of the author of the work and your company is provided.
- (d) You warrant that in providing Services, You and Your Representatives will not infringe the Intellectual Property of any third party, nor will the Project IP infringe the Intellectual Property of any third party.
  - (e) You must not use IAG trade marks or logos in any circumstances without our prior written consent.
  - (f) You must not make or issue any press or other announcements or releases, statements, marketing or advertising ("Statement") through any means or medium whatsoever including, without limitation, via any website, relating to this document, the Services or your relationship with IAG Re or IAG Group without the approval of IAG Re of the form, content and manner of the Statement unless that Statement is required to be made by law or by a stock exchange. IAG Re may withhold its approval at its absolute discretion.

**1.8 Limitations of Liability and Indemnity**

1.8.1 Each party indemnifies the following:

- (a) the other party;
- (b) the other party's related bodies corporate;
- (c) the Representatives of each of the above;

Against any loss arising from:

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- (d) a breach of this Agreement;
- (e) negligence, fraud, misconduct, act, omission or breach of legislation;
- (f) injury to or death of another person;
- (g) damage to tangible property or infringement of IP rights; or
- (h) a breach of the privacy or confidentiality obligations, whether arising under this document or otherwise,

By the indemnifying party, its related bodies corporate or its Representatives.

- 1.8.2 This indemnity does not apply to the extent that the loss or damage was contributed to by those indemnified.
- 1.8.3 This Indemnity is a continuing obligation and survives the termination or expiry of this LOA.
- 1.8.4 Under no circumstances shall a party be liable to the other party for any of the following:
- (a) special incidental, or indirect damages or for any economic consequential damages, lost profits or savings, even if the party is informed of their possibility, or
  - (b) any claim that arose more than three (3) years prior to the institution of suit thereon.

**1.8.5 Limitation of Liability**

The liability of each party in respect of any claim arising out or of in connection with this LOA, the Services or otherwise, whether arising in contract (including but not limited to warranties and implied warranties), in tort (including but not limited to negligence), in equity, by operation of statute or otherwise is limited to the lesser of:

- (c) ten times the Fees paid under this LOA; or
- (d) the sum of \$1,000,000.

**1.9 Insurance**

You will take out the following insurance policies for the term of this LOA:

- (a) workers compensation for Your representatives and employees engaged in provision of the services under this LOA;
- (b) public liability insurance for an amount of not less than \$10 million; and



- (c) professional indemnity insurance for an amount of not less than \$10 million,

and to the extent that any of these insurance policies are written on a "claims made" basis, that insurance policy must be maintained with reputable insurers for a further 7 years following termination of this LOA. You will provide us with certificates of currency for the above insurance policies, within 14 days of the commencement of this LOA and as required from time to time.

## 2. General

The following general provisions apply to this LOA:

- (a) All notices under or in connection with this LOA must be in writing unless otherwise specified.
- (b) You acknowledge and agree that:
  - (1) You are an independent contractor and You and are not our agent.
  - (2) You have no authority to bind us by contract or otherwise.
  - (3) This LOA is not intended to create a partnership, joint venture or relationship of employer and employee, master and servant or principal and agent between the parties.
- (c) The laws applicable in New South Wales govern this LOA. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that state.

**If You agree to the terms and conditions in this LOA please sign and return a copy of this LOA to us before the commencement date.**

Yours faithfully,



*/*We accept the terms of this LOA.

Executed by an authorised representative of  
**WorleyParsons Services Pty Ltd**  
ABN 61 001 279 812

By */*



*1/3/2011*

## Annexure 1 - Details

**1. LOA Commencement Date:**

October 2010

**2. Services:**

Refer to the Schedule of Works attached.

**3. Fees:**

Refer to the Schedule of Works attached

**4. Termination:**

Termination of a schedule of work on the provision of 5 days written notice as per relevant schedule of work. The termination or expiry of a schedule of work does not affect the LOA or any other Schedule of Work. The LOA may only be terminated by written notice outlined below.

Termination of this LOA by You on the provision of at least 5 days written notice to Us.

Termination of this LOA by Us on the provision of at least 10 days written notice to You.

**Notices**

**IAG Re**

[Redacted]

Head of Natural Perils

Level 8, 388 George Street, Sydney NSW

Telephone [Redacted]

Email [Redacted]

**WorleyParsons Services Pty Ltd**

David McConnell

Manager, Advanced Technology

Level 12, 141 Walker st,

North Sydney 2060

Telephone: [REDACTED]

Email [REDACTED]

or

Chris Thomas

Manager, Environment & Water Resources

Level 12, 141 Walker St

NORTH SYDNEY NSW 2060

Phone: [REDACTED]

email: [REDACTED]

## Schedule of Work No 1: Drafting of Protocol

**Commencement Date:** October 2010

**Terminations Date:**

Termination of a specific Schedule of Work by You or Us on 5 Business Days Notice.

### 1. Services

You will provide the following Services:

1. Draft a Protocol covering the methodology, content and format of hydrology reports for inundations arising from storms events in Australia.
2. Undertake Peer Review of Specified Regional and Individual Property Hydrology Reports prepared by other Hydrology firms as requested by Us from time to time
3. At our request assist Us in managing the preparation of Hydrology reports by the Hydrology firms
4. Attend meetings to discuss and clarify any of the Services which are You are supplying to Us.
5. Provide such other consulting services as We may agree in writing from time to time. Additional consulting services will be subject to a separate schedule of work signed by both parties.

In providing the Services you will utilise suitably qualified personnel located in the state or territory where the region or the individual property is located. Where such personnel are not available to provide the Services, you will contact us to discuss whether staff from other states or territories may be available to undertake the work.

### 2. Protocol

The objective is to develop a standard template for reports on Regional and Individual Hydrology matters which will be utilised by the Hydrology firms to ensure consistency in reporting. It is acknowledged and agreed that the Hydrology reports will be key documents in the claims assessing and reporting processes and therefore need to be documents which are defensible as independent assessments produced on sound scientific and professional basis.

Where relevant and available, the Protocol should draw on agreed or settled industry or scientific definitions for classification of water inundations, methodologies for analysing data and presentation of reports.

### 3. Fees

3.1 Prior to commencing the provision of any of the Services in this SOW You must provide Us with a written estimate of the fees for each Service based on the following:

**a. a. Hourly rates --**

1. Senior hydrologist \$ 240 per hour
2. Hydrologist and engineers \$170 per hour





**b. Travel expenses-** where the provision of a report requires travel within the State, We will reimburse you for travel expenses reasonably incurred in travelling to the

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location including; travel time, accommodation, costs of vehicle. Travel expenses must align with IAG standards.

c. **Accommodation costs**- these must be aligned with IAG standards for accommodation.

Items b. and c. above are only required where the provision of the Services entails travel.

	
 Print name	 Print name
For and on behalf of	For and on behalf of
WorleyParsons Services Pty Ltd ABN 61 001 279 812	IAG RE Australia Limited ABN 96 001 948 278

## Schedule of Work No 2: Hydrology Reports

**Commencement Date:** December 2010

**Termination Date:** Termination of a schedule of work on the provision of 5 days written notice as per relevant schedule of work.

### 1. Services

The Services consist of the preparation of the following Hydrology Reports utilising the Protocol at paragraph 2 below relating to inundation arising from storms in Australia:

1. an overarching Hydrology Reports for specified regions (Regional Report)
2. Individual Property Reports.

Where we require either a Regional Report or an Individual Property Report to be prepared (collectively "Hydrology Reports"), we will provide You with written instructions ( via an email) regarding the report and timeframes for delivery.

The Hydrology Reports must be produced in accordance with the Report Template detailed in paragraph 3 below.

You agree that any reports that You prepare may be subject to further peer review by another qualified hydrologist.

In providing the Services you will utilise suitably qualified personnel located in the state or territory where the region or the individual property is located. Where such personnel are not available to provide the Services, you will contact us to discuss whether staff from other states or territories may be available to undertake the work.

Where required, Your personnel will meet with Us to discuss any of the reports prepared by them.

You grant Us a Licence to use the Reports under this SOW for the Specified Purposes in clause 1.7 (c) of the LOA. This Licence extends to the use of the Reports by any of our related Australian companies.

### 2. Protocol

This report outlines how to create a assessment of a storm event resulting in some degree of inundation that affects properties of interest in one or more regions. The objective is to:

- Describe the meteorological event and subsequent flow of water that led to the inundation on a regional basis. Part of this description will utilise a classification scheme outlined below.
- From that description, identify whether the inundation was caused by a watercourse, overland flow, or a combination of the two.

This protocol describes the key areas that must be included in an overarching flood event report

## 2.1 Classification Scheme

This scheme describes aspects of the meteorological event and subsequent flow of water that led to inundation at the region of interest. It classifies inundation broadly by its origin e.g. a watercourse or overland flow and the timing of maximum inundation depth relative to critical rainfall of the meteorological event. Where Category 1 describes inundation occurring during or very soon after intense local rain and is not related to a watercourse and Categories 2 – 5 describe watercourse-based inundation where the timing of inundation varies according to where the rain fell and the nature and size of the upstream catchment.

Table 1: Storm Classification (*to be used in concert with the accompanying descriptions*)

Category	Storm	River System	Rain in a local area	Local overland inundation	Subsequent floodplain inundation (short timeframe)	Subsequent floodplain inundation (long timeframe)
1	Intense local rain	N/A	X	X		
2	Widespread heavy rain	Small (up to 10km length & 50km <sup>2</sup> area) to Medium	X	X	X	
3	Light local & heavy upper catchment rain	Medium (c. 70 km length & 3000 km <sup>2</sup> area)			X	
4	Spatially & temporally variable rain	Medium to Large	X			X
5	Intense upper catchment rain	Large				X

**Category 1** is essentially heavy localised rainfall leading to overland flow, usually during or very soon after the rainfall. The location may be near a small stream but the stream is not the cause of inundation at the region of interest.

**Category 2** relates to small to medium streams at the location being considered (*up to 70km in length and 3000 km<sup>2</sup> in area*) under heavy regional rainfall where overland flow occurs initially, followed a short time (*up to several hours*) later by excessive flows inundating the floodplain of the stream.

**Category 3** relates to a medium sized stream at the location being considered where the rainfall is concentrated in the upper (*steeper*) catchment, there is no local overland flow but the stream exceeds its channel capacity and occupies the floodplain within a short timeframe of the critical rain (*typically 2 to 8 hours*).

**Category 4** relates to a medium to large river where the majority of rain occurs over the upper and possibly middle catchments. The long response time of the river system to Regions within the lower catchment results in flooding commencing some time after the critical rainfall (*typically more than 8 hours for medium streams and a day or more for large streams*).



**Category 5** is the classic 'sunny day' flood where rainfall in the upper catchment of a large river system generates flooding in the middle and downstream reaches several days to weeks later.

## 2.2 Interpretation of the classification scheme

The time between the critical rainfall and inundation of properties is a key element in the interpretation of the scheme.

Short streams with relatively small catchments will invariably have short timeframes of a few hours, and for bigger river systems a short timeframe would be say the order of half a day or the duration of the meteorological event.

In all cases when interpreting the impacts for a region, the scope of the stream should relate to the catchment upstream of the area under consideration. Thus for a town situated in the upper catchment of a large river system, it is not the large river system that should form the basis of assessment but the upstream portion which may only be medium or small sized.

Whilst a procedure for classifying a storm's outcomes has been articulated, it cannot be absolutely prescriptive and will require some interpretation to accommodate the specific nature of individual storms and stream systems. For example, a medium stream at the upper end of the medium scale with a high intensity rainfall in the upper catchment would typically generate a category 3 outcome because of a rapid response by the stream, but with a lower intensity longer duration rainfall would generate a category 4 outcome characterised by a delayed response.

## 2.3 Data Collection

The methodology for preparing the report necessarily involves the collection and collation of meteorological, hydrological and anecdotal data related to the event. The datasets must include the following

- Rainfall summaries for the spatial and temporal extent of the event,
- Pluviograph data (*where available*) or daily total rainfalls for gauges managed by the Bureau of Meteorology (*BoM*) throughout the affected and upper catchment areas over the duration of the event,
- The sequence of synoptic charts (*BoM*) leading up to and over the event,
- The sequence of weather radar images (*BoM*) for the event,
- *BoM* and relevant state agency river level records over the duration of the event at all available sites in the affected area,
- Google Maps or equivalent images of the affected area and communities, including road maps, terrain maps and satellite images,
- Media and agency reports on the flooding from ABC and newspaper web sites, SES and state agency web sites.

Much of this data is available throughout and for a short period after the event on the BoM's web site. Other data should be ordered from the BoM and relevant state agencies after the event and after the data has been quality checked. Some of this data can take up to 2 to 3 weeks to become available.

#### **2.4 Data Processing**

Analysis and presentation of the data is essential in substantiating the narrative of the event and the interpretation of flooding on the affected Regions as presented in the report.

The sequence of synoptic charts, radar images and accumulated rainfall charts should be used to describe the evolution of the meteorological event and the elements that led to the rainfall, such as troughs, low pressure cells, monsoonal troughs, east coast lows, cyclones, sequence of fronts, and etc.

A schematic map showing the progression of the event is useful and should be included where this information is available and it is relevant to the report.

The temporal sequence of cumulative rainfall at all available gauges should be graphed and compared by region or stream system, and the pattern of the storm described on the basis of continuity of rainfall, regional distribution, high intensity periods, etc.

Corroborating this data with media reports (where available) can assist in identifying the critical rainfall period, and rainfall intensities can be extracted from the graphs and used with AR&R and AUSIFD to characterise return intervals as a reference for the storm's rarity. Variation in rainfall ARI along the axis of a stream from upper to middle to the lower catchment is also useful in identifying the scope of the event in terms of local, upper catchment or widespread effects.

Where sufficient data is available, the temporal river level data should be graphed and compared within and between stream systems (*depending on the number of gauges and extent of the event*) to characterise the response of the various streams to the rainfall and to the evolution of the flood as it progresses downstream. As time is a critical factor in the classification scheme, an analysis of the time of inundation to the timing of the volume of rain critical to the inundation of the region of interest together with river level hydrographs is an essential part of the report.

#### **2.5 Interpretation for Regions Affected**

Each region identified as being of interest should be presented with a map showing the relevant stream together with a description of the relevant nearest rainfall accumulation and the peak intensity ARI, the timing of the rainfall (*nearby and/or upper catchment*) relevant to the region, and details of relevant recorded peak levels.

An interpretation of the regions inundated and likely affects on properties relevant to the classification scheme should be developed based on available information.

### **3. Report templateIntroduction or Foreword**

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- present a broad overview of the event, the temporal & spatial pattern of the rainfall, the communities or regions affected, and the general outcomes

#### **3.2 Metrological Setting**

- provide an overview of the key meteorological components that led to the storm

#### **3.3 Sequence of Events**

- describe the evolution of the meteorological components (*troughs, fronts, lows, etc*) that formed the storm including their features, path of travel, regions covered, dates & times, etc
- provide a map showing the sequence

#### **3.4 Rainfall Analysis**

- provide a description of the rainfall induced by the event referring to the meteorology
- identify the regions where the rain predominantly fell and identify possible orographic or other effects likely to modify the rainfall patterns
- summarise the accumulated rainfall and present the BoM's daily and weekly rainfall total maps to characterise the evolution of the event, identifying the area of interest as appropriate
- use pluviograph data to produce comparative cumulative rainfall plots on a regional or river system basis as appropriate to the extent of the event
- describe the cumulative rainfall plots with reference to the continuity of rainfall, initial rain, rainfall breaks, and most importantly critical heavy rainfall periods (*if present*) that may have led to the ultimate peak flooding
- where feasible, extract the intensities of these critical rainfall periods and plot them on regional IFD curves (*AR&R & AUSIFD*) to characterize the ARI and rarity of the rainfall event

#### **3.5 Runoff, Overland Flow & River Levels**

- introduce each catchment descriptively, including catchment size, affected and comment on the relationship between the rarity of the rainfall and likely runoff for the region including comments on antecedent conditions
- introduce each region with its location, stream or tributary, upstream catchment area, position within the river system, etc and
- describe how each of the stream systems within their upper, middle and lower catchments are likely to respond giving some indication of the expected severity of flooding

- present plots of the river level hydrographs and where possible include a map of each river system showing the gauge locations and the area of interest
- comment on the shapes of the hydrographs, the progression of the flood through each stream system and relating the time back to the critical rainfall period, identify when the peak occurred and when overbank flows may likely have commenced for the different parts of the catchment
- Include anecdotal evidence if available to support findings. This could include region of observations and evidence of inundation.

### 3.6 Damage

- General discussion of damage, including fatalities, houses, crops, infrastructure, power, health concerns.
- Discussion on maximum inundation depth, velocity of water, quality of water, eg very muddy, sewage content.

### 3.7 Summary of Findings

- Summarise the meteorological and catchment characteristics that lead to inundation to the regions of interest with reference to the classification scheme.
- Identify whether the inundation at the region of interest was watercourse based.

## 4. Timeframes

You will provide hydrology reports as follows:

- **Overarching Reports-** within 5 Business Days of the request for the preparation of the Report
- **Individual Property Reports-** within 10 Business days of the request for the preparation of the Report.

The parties may agree in writing to an amended timeframe for the preparation of any report.

## 5. Fees

5.1 Prior to commencing work on any Hydrology report, You must provide Us with a written estimate of the fees for such report based on the following:

### a. Hourly rates –

3. Senior hydrologist \$ 240 per hour

4. Hydrologist and engineers \$170 per hour

b. **Travel expenses-** where the provision of a report requires travel within the State, We will reimburse you for travel expenses reasonably incurred in travelling to the location including; travel time, accommodation, costs of vehicle. Travel expenses must align with IAG standards.

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c. **Accommodation costs**- these must be aligned with IAG standards for accommodation.  
Once we confirm our acceptance of the estimate, You will prepare the report.

[Redacted]	
[Redacted]	
Print name	Print name
For and on behalf of	For and on behalf of
WorleyParsons Services Pty Ltd	IAG RE Australia Limited
ABN 61 001 279 812	ABN 96 001 948 278