
QUEENSLAND FLOODS COMMISSION OF INQUIRY
FIFTH AFFIDAVIT OF GRAHAM IAN DALE SWORN 21
SEPTEMBER 2011

QFCI

Date:

27 / 10 / 11

Exhibit Number:

895

QUEENSLAND FLOODS COMMISSION OF INQUIRY

Commissions of Inquiry Act 1950

FIFTH AFFIDAVIT

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

BACKGROUND

1. I am the General Manager, Personal Insurance Claims of RACQ Insurance Limited (**RACQ Insurance**).
2. This affidavit is provided on behalf of RACQ Insurance in response to a notice served on me on 12 September 2011 by Justice C E Holmes, Commissioner of Inquiry, pursuant to section 5(1)(d) of the *Commissions of Inquiry Act 1950* (Qld) to provide information in respect of matters listed in that notice (**Fifth Letter of Inquiry**).
3. Copies of the Fifth Letter of Inquiry and its cover letter are **Exhibits 1 and 2** to this affidavit.

RESPONSE TO FIFTH LETTER OF INQUIRY

4. The matters set out below are not, or are not necessarily, matters of which I have direct knowledge other than by having regard to the records of RACQ Insurance (which I have done in order to provide this affidavit). I have, in answering the questions in the Fifth Letter of Inquiry done so based on my experience, my own knowledge where possible and relying on material maintained by RACQ Insurance or provided by others.
5. Also I have, with the assistance of others, assembled information and material to respond to the questions the subject of the Fifth Letter of Inquiry. I have, however, not been able to personally review all of the material which has been assembled for that purpose or exhibited to this affidavit.
6. For ease of reference I have set out in this affidavit the headings and questions from the Fifth Letter of Inquiry and provided my response to them below.

Signed:

AFFIDAVIT
Filed on behalf of RACQ Insurance Limited

Page 1

Taken by:

COOPER GRACE WARD
Level 21, 400 George Street
Brisbane 4000 Australia
T 61 7 3231 2444
F 61 7 3221 4356

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).

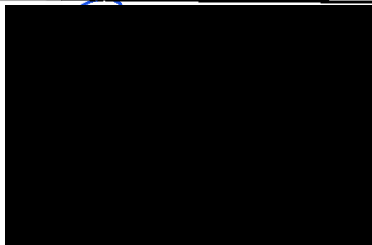
27. Were policyholders advised of all information upon which RACQ Insurance relied in determining their complaints/disputes? If so, was this advice given voluntarily or only if requested? If any piece of information was not provided, or withheld for any period of time:

27.1. What was the nature of the information?

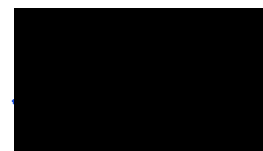
27.2 Why was it not provided?

7. The question set out above combines questions 27 and 28 of the Second Letter of Inquiry (save for some limited wording changes).
8. I refer to paragraphs 246 to 250 of my Second Affidavit sworn on 19 September 2011. In those paragraphs I have provided material in answer to this question. Accordingly I rely on the matters stated in my Second Affidavit in this regard, as well as what is set out below.
9. As contemplated by the Code, some complaints can be resolved relatively informally. This can take place over the phone in discussions between the customer and the Claims Manager or other RACQ Insurance officer.
10. If that occurs, there is no formal determination of the complaint as such and no written reasons given. Of course depending on the nature of the resolution reached it may have to be implemented and steps will be taken to do so (which may well involve written communications with the customer). There are some kinds of complaints for which in any event a written response will be given; such as where the claim is declined or the complaint relates to hardship, quite apart from whether the customer seems satisfied on the phone.
11. Where however such a complaint is not resolved over the phone and the complaint is escalated to the next stage of the internal dispute resolution process as mentioned in paragraphs 237 to 242 of my Second Affidavit, a decision on the dispute is made.
12. In that case a written advice should be given to the customer setting out the decision and the reasons for it. I expect this to have occurred in every case.
13. In each case the customer, if a request was made, should be given copies of all the reports or other documents which were relied on by RACQ Insurance. The exceptions are (i) legal advice; (ii) the Water Technology reports (until more recently as explained in my Second Affidavit).

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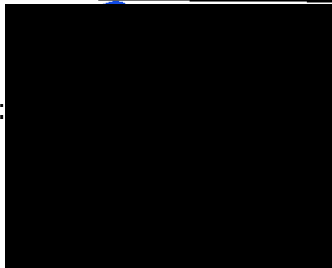
37. **Is RACQ Insurance aware of any instances of staff at RACQ Insurance having given incorrect advice in response to queries from policyholders about the terms of their cover, or about their claim?**
14. Exhibit 2 to this affidavit, which is a copy of the letter received from the Commission which enclosed the Fifth Letter of Inquiry, states that this question should be read with questions 9 and 10 of the Second Letter of Inquiry. Questions 9 and 10 of the Second Letter of Inquiry relate to claims situations.
15. I therefore understand this question as relating to communications in the course of dealing with claims arising out of the Queensland Floods rather than to the inception of new policies or some other earlier time. I have been told by RACQ Insurance's solicitors that this approach is consistent with the way Senior Counsel Assisting the Commission opened the second round of public hearings. If the question is intended to be more widely directed, RACQ Insurance will prepare and provide an additional response once so advised.
16. I refer to paragraphs 100 to 102 and exhibits 10 and 14 of my Second Affidavit, in which I deposed to the information given to policyholders in their first communication with RACQ Insurance in relation to claims.
17. As I deposed in paragraph 101 of my Second Affidavit, I was not informed of and I am not aware of any significant departures from the scripts used to provide information to policyholders in relation to claims.
18. There have been some complaints by customers to the effect that, during communications in the course of dealing with claims arising out of the Queensland Floods, customers were given incorrect advice in response to queries about the terms of their cover or about their claim. As to details of these complaints, I refer to my answer to question 29 of the Second Letter of Inquiry set out in my Second Affidavit. That question asks for a copy of material relating to all complaints and/or disputes. I have provided this in exhibit 134 to my Second Affidavit. This material provides details of any complaints that fall within this question. In practical terms the only way that I can be aware of any possible instance of incorrect advice of this nature is if it has been raised during the course of a complaint or dispute.
38. **Were written responses given in response to all complaints/disputes?**
19. Exhibit 2 to this affidavit, which is a copy of the letter received from the Commission which enclosed the Fifth Letter of Inquiry, stated this question relates to questions 26 to 29 of the Second Letter of Inquiry.
20. In answer to this question, I therefore refer to paragraphs 234 to 253 of my Second Affidavit. I make the following additional comments.

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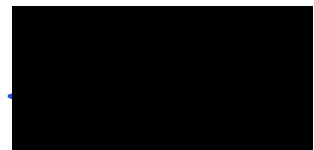
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21. As mentioned above, the Code contemplates written responses will be made to all disputes but not to complaints.
22. As set out in paragraph 236 of my Second Affidavit, complaints by customers are initially managed internally within the Personal Insurance Claims team. Many such complaints are minor in nature and are able to be resolved quickly and easily by a customer service officer or by a team leader in the course of the original call during which a complaint is made or shortly thereafter. If this is the case it may be that there would not be a response in writing, although there should be notes relating to these responses in the ClaimCenter system.
23. As set out in paragraph 238 of my Second Affidavit, a final review of a policyholder complaint is carried out within the Claims division before the complaint is transferred to the internal dispute resolution section as a dispute. Where a decision was made at this stage which resolved the complaint, it is possible that a written response may not be provided to the customer, although if the relevant complaints related to the acceptance or declinature of a claim or the amount for which a claim is to be settled or similar, written confirmation of the decision would be provided.
24. If a policyholder's unresolved complaint escalates to a dispute, the Code contemplates that a written response will be made. As far as I have been able to inform myself in the limited time allowed to prepare this affidavit, written responses have been provided to every customer dispute which has been determined by the relevant IDR decision makers (usually the IDR Committee, but during this period one of two IDR Managers).
25. If a policyholder contacted RACQ Insurance to withdraw a dispute which had reached the IDR stage it may be possible that written confirmation would not be provided, as no decision would have been reached by RACQ Insurance in relation to the dispute. However, my general understanding is that in these situations it is still often the case that a written confirmation of the withdrawal may be sent.
26. Exhibit 134 to my Second Affidavit includes copies of all written responses by RACQ Insurance deciding disputes arising out of the Queensland floods pursuant to its internal dispute resolution process.
39. **Were policyholders kept informed of the progress of their complaints/disputes in accordance with the General Insurance Code of Practice? How did/does RACQ Insurance monitor whether the standards for providing information on progress of disputes was/is adhered to?**
27. Clause 6.2 of the Code requires the insurer to keep the customer informed of the progress of the insurer's response to a complaint, and clause 6.8 requires the insurer to keep the

Signed:



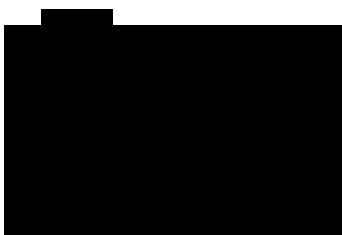
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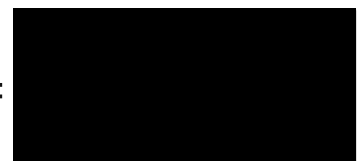
customer informed of the progress of the insurer's review of a dispute at least every 10 business days.

28. However, clause 6 must, I believe, be read with clause 4. In particular Clause 4.3 of the Code acknowledges that an insurer may not be able to meet all standards of the Code following a catastrophe or disaster.
29. In paragraphs 200 to 205 of my Second Affidavit which deals with question 19 of the Second Letter of Inquiry I comment on the extent to which RACQ Insurance was able to comply with the standards imposed in the Code in relation to communicating the progress of claims with customers.
30. The comments I make there apply equally to the dispute resolution process and I rely on those comments in response to this question. Although procedures were streamlined and additional resources were committed to the IDR team (as deposed to in paragraph 242 of my Second Affidavit), RACQ Insurance was not able to meet the standard identified in clauses 6.2 and 6.8 in every instance.
31. Unfortunately this is a consequence of the magnitude of this disaster; and the Code contemplates that this may happen when these sorts of disasters occur.
32. The Customer Dispute Resolution department monitors the progress of complaints. The Customer Dispute Resolution Manager has access to the records of RACQ Insurance, which include ClaimCenter. This review is an ongoing review and has been completed on 22 occasions in 2011 (which on average is close to once every one and a half weeks).
33. At the time of his review, he obtains a list of all matters from the complaints register which are listed as unresolved complaints and all complaints noted as "resolved" since the last review. I have included as **Exhibit 3** a sample of the list prepared as at 19 August 2011. The list (amongst other things):
 - (a) identifies the complaint and its date;
 - (b) provides an 'age' of the complaint (expressed in calendar days). This is an automatic calculation from the date of the making of the complaint until the date of the review;
 - (c) identifies the date when the complaint was made (even if that is earlier than the date it was entered in the register of complaints);
 - (d) categorises the complaints (including by sub-category); and
 - (e) records (in the column headed "Action by Reviewer") the action taken by the Customer Dispute Resolution Manager.
34. The Customer Dispute Resolution Manager reviews the records for each complaint when conducting his review. I understand that the Customer Dispute Resolution Manager focuses

Signed:



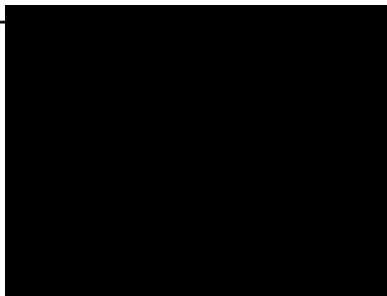
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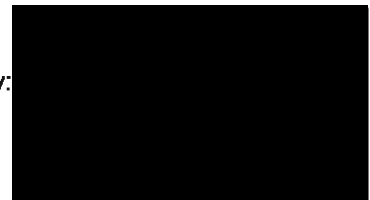
in particular on complaints with earlier complaint dates as complaints with later dates may still be in the early stages of the process.

35. If, in the course of the review the Customer Dispute Resolution Manager identifies something that he believes needs to be done, he will contact the responsible officer within RACQ Insurance.
36. The Customer Dispute Resolution Manager specifically checks whether unresolved complaints have not been determined (and a written response provided) within 45 days or are approaching a period of 45 days since the complaint was made. It is his task to produce and send a letter out to customers whose complaints are not determined within that time. A sample of such letter sent by RACQ Insurance is **Exhibit 4** to this affidavit. For matters where a customer was legally represented, RACQ Insurance's lawyers Cooper Grace Ward wrote to the customer's solicitors (on a bulk basis) to provide the same advice. Samples of such letters are **Exhibit 5** to this affidavit.
37. A number of unresolved complaints, under the column headed "Final Outcome" on the table which is Exhibit 3, show the entry "Legal Rep appointed" or words to this effect. These words refer to complaints made or advanced by a lawyer on behalf of a customer.
38. Complaints shown as being unresolved on the basis of "Legal Rep appointed" generally fall into two categories. Firstly, "complaints" which are "unresolved" because RACQ Insurance is still waiting to receive the customer's submissions from their legal representatives. Secondly, complaints which are unresolved because they are in the course of being considered by RACQ Insurance.
39. The first category of such complaints arises because in most instances these "complaints" were originally just notifications by lawyers on behalf of customers that the customer was dissatisfied with a decision by RACQ Insurance and that further information and reasons to support the complaint would be provided in the future. Complaints of this type are treated by RACQ Insurance as being "unresolved" even though there is no further action required by RACQ Insurance pending the customer's lawyer taking another step.
40. In most instances where a complaint has been made on behalf of a customer by a lawyer this has been through a legal service such as Legal Aid Queensland or the Caxton Legal Centre. **Exhibit 6** to this affidavit contains copies of fairly typical examples of the types of initial complaint letters referred to above. Generally these letters indicate that the legal representatives propose to provide further submissions and request that RACQ Insurance not make a decision until those submissions have been provided.
41. In response to these initial complaint letters, RACQ Insurance's solicitors generally wrote to the customers' solicitors to acknowledge receipt of the complaint and, where information

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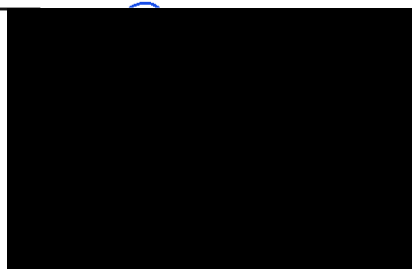


has been requested, to provide that information. As I have explained in my Second Affidavit, some information was not provided, for example because it was privileged. **Exhibit 7** to this affidavit contains copies of fairly typical examples of such letters. As at the date of this affidavit I understand that there are a number of matters where RACQ Insurance is still waiting to receive the foreshadowed submissions from legal representatives.

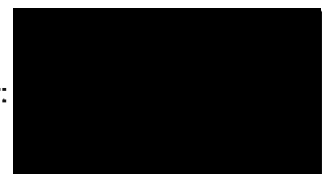
42. In addition, the Customer Dispute Resolution Manager provides me a report which contains ongoing analysis of the complaints received by RACQ Insurance. These are provided monthly or bi-monthly. I read the reports and discuss them with the Customer Dispute Resolution Manager (or indeed others) as are necessary. If they reveal some systemic failing I would take steps to remedy it.
43. An example of such a report (for the period June – July 2011) is **Exhibit 8** to this affidavit.
40. **Has RACQ Insurance made any public statement, or commented in any public forum, about any individual policyholder (or an advocate for a policyholder)? If so, please provide copies of the statements or comments.**
44. I am only personally aware of two instances where there has been a comment in a public forum about individual customers. In neither of these situations was the name of the customer specifically stated. I provide further details below. Within the time allowed by the Commission to respond to this question, I have not had an opportunity to review every public statement made by RACQ Insurance since the Queensland Floods.
45. The public comment was made on RACQ's website and Facebook page through a publication described as "Get the Facts". I have been given, for the purposes of this affidavit, a record from the RACQ web services content management system. This records the publishing of "Get the Facts" including content, dates and times of posting. This information was published on the RACQ website and I am advised that the same information was posted on the RACQ Facebook page. **Exhibit 9** is a copy of the record from the RACQ web content management system.
46. People were able to add comments to the Facebook page (in some instances the person making the comment identified themselves as a policyholder) and in some instances RACQ posted responses to those comments (described as "RACQ Official"). I have been able to locate two "RACQ Official" comments regarding the instances referred to above however I have not been able to confirm in the time available to prepare this affidavit whether these are the only comments made and whether in fact any other comments were made by RACQ Official or are able to be retrieved. **Exhibit 10** is a copy of the two comments that I have been able to locate.

47. The first instance concerns a family living in Ipswich. Their property was damaged by stormwater runoff during the Queensland Floods. On 7 April 2011 the Today Show on Channel 9 aired a program which contained a series of allegations about RACQ Insurance's treatment of their claim.
48. On the program, it was claimed, amongst other things, that RACQ Insurance had offered an insufficient settlement sum in respect of the claim. The media played clips of a ten year old boy, breaking down because of purported bad treatment by RACQ Insurance. The thrust of the complaint was that the boy had been forced to live in unacceptable living conditions on a camp bed upstairs in a ruined house pending the resolution of the claim.
49. The story was picked up by a number of media outlets, with the general tone of the coverage being very critical of RACQ Insurance.
50. The customer had been active in the media prior to appearing on the Today show. I understand that the customer had also participated in a community meeting in Ipswich on 5 April 2011 in which similar footage of the boy was shown.
51. The family's property was inundated on 10 January 2011. RACQ Insurance engaged hydrologists to advise it in relation to the cause of the inundation affecting the Ipswich area and on the family's property specifically.
52. Prior to appearing on the Today show, RACQ Insurance had already paid the customer:
- (a) \$5,000 on 1 February 2011 as an emergency measure. This payment was made pending a decision on the claim (that is before the hydrological evidence had been provided to RACQ Insurance);
 - (b) \$10,000 on 4 March 2011. It was this day that the claim was accepted and the payment was intended as short-term assistance pending settlement of the claim.
53. On 31 March 2011 RACQ Insurance had made an offer to settle the claim. I can provide details to the Commission of the terms of that offer if required. Ultimately that offer was accepted (on 14 April) but after the community meeting and the filming/airing of the programme to which I have referred above.
54. RACQ Insurance considered the allegations on the program to have been misleading and that it was legally permissible to respond publicly to the comments made by the customer in the media. RACQ Insurance's position is that the response made by RACQ Insurance to the public comments made by the customer was accurate and appropriate.
55. The second instance concerns a customer who received an email inadvertently from a temporary contractor working for RACQ Insurance. The email was totally inappropriate and offensive. The media obtained a copy of this email and there was media coverage about it.

Signed:



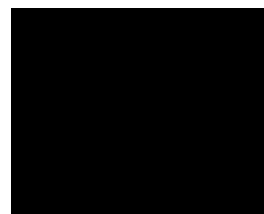
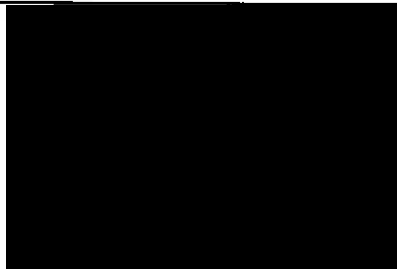
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56. I personally managed matters with the customer through to an acceptable resolution.
57. I also met with all of the staff within the dedicated response team to ensure they understood the seriousness with which I viewed the matter and to strongly reinforce our company values and customer service ethos.
58. In light of the extensive media comments about the issue, a brief comment was made in the "Get the Facts" publication.

41 Is RACQ Insurance or has RACQ Insurance been the subject of any investigation by the Financial Ombudsman Service (other than disputes referred to in paragraph 33 of the original Requirement dated 2 September 2011) or any other regulatory body about the manner in which RACQ Insurance has dealt with claims relating to the Queensland floods?

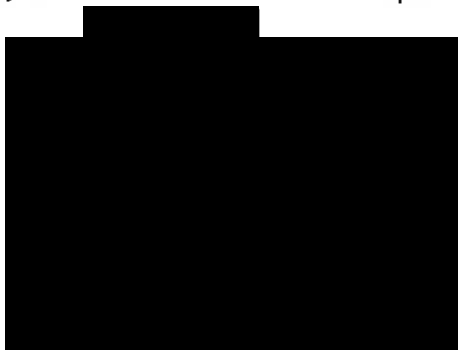
59. As is set out in paragraph 164 of my Second Affidavit, RACQ Insurance has entered into correspondence with the Financial Ombudsman Service (FOS) about the non-disclosure of hydrology reports relied on to decide claims and resolve disputes.
60. Mr John Price, the General Insurance Ombudsman made reference in a face to face meeting on 4 July 2011 between Mr Price, Mr Bradley Heath and myself of the possibility, should RACQ Insurance not release the reports, that FOS may seek to investigate the position RACQ Insurance has taken on this issue for possible non-compliance with the Code. Mr Price has indicated to me by email on 9 September 2011 that the position taken by RACQ Insurance in relation to hydrology reports has been referred to the FOS systemic and code team for investigation.
61. RACQ Insurance has not received any notice to respond to any alleged breach of the Code or to provide material specifically for such an investigation.
62. From our point of view the issue of the disclosure of hydrology reports has been resolved on the basis that all of the relevant reports have now been provided to FOS for use in the dispute resolution process.
63. On 13 September 2011 a letter was sent by ASIC to RACQ Insurance requesting information in relation to two "areas of interest". A copy of this letter is **Exhibit 11** to this affidavit.
64. One of the areas of interest is the release of hydrology reports to policyholders, as discussed in the preceding paragraphs. ASIC has asked whether it is correct that RACQ Insurance has refused to release hydrology reports and, if so, what the basis for this refusal was.



65. The other area of interest is the decision announced by RACQ Insurance on 2 August 2011 to accept claims previously declined as excluded flood claims. ASIC has asked what the basis was for the original refusal, why the declines were reversed and whether any other reversals are likely. The request was not made with use of ASIC's compulsory powers.
66. RACQ Insurance is currently preparing a response to ASIC's request for information. I am uncertain as to whether this correspondence indicates that ASIC is contemplating beginning an investigation into these matters, or that such an investigation has already begun. This is the full extent of the correspondence we have so far received from ASIC and I am therefore unable to comment further.
67. Prior to this, on 3 May 2011, ASIC sent a letter to RACQ Insurance with a request for our response to ASIC's concerns about certain parts of the Product Disclosure Statement (PDS) which constitutes the main policy document for RACQ Insurance's household insurance policies. A copy of this letter is **Exhibit 12** to this affidavit.
68. ASIC's concern was that the explanation provided in the PDS of the cap on cover for losses caused by flash flooding and storm water runoff to 50% of the loss might not be sufficiently clear to clearly inform policyholders of that limitation. ASIC suggested that this might constitute a breach of, variously, s 1013C(3) of the *Corporations Act*, s 12DA of the *ASIC Act* or s 35(2) of the *Insurance Contracts Act*.
69. On 25 May 2011 RACQ Insurance sent a letter to ASIC responding to ASIC's letter. This letter, which is **Exhibit 13** to this affidavit, provided specific information requested by ASIC and sets out RACQ Insurance's position, which is that the PDS in its current form is sufficiently clear.
70. We have received no further correspondence from ASIC in relation to this issue. RACQ Insurance had decided to remove the cap on cover for losses caused by flash flooding and storm water runoff before receipt of the ASIC letter. The PDS has been changed to reflect this.
71. All the facts and circumstances above deposed to are within my own knowledge save such as are deposed to from information only and the means of my knowledge and sources of information appear on the face of this my Affidavit.

SWORN by **GRAHAM IAN DALE** on 21 September 2011 at Brisbane in the presence of:

Deponent



Barrister  Commissioner for Declarations

I N D E X

No.	Document	Date	Page
1.	Requirement from Her Honour Justice Catherine Holmes	12/09/11	1
2.	Covering letter from Jane Moynihan explaining requirement	12/09/11	4
3.	Spreadsheet of unresolved and recently resolved complaints	19/08/11	6
4.	Example of letter sent to customer regarding 45 day requirement	20/09/11	23
5.	Examples of letters sent to customers' legal representatives regarding 45 day requirement	Various	25
6.	Examples of complaint letters from customers' legal representatives	Various	38
7.	Examples of responses to complaint letters	Various	41
8.	Complaint Recording System Summary - June - July 2011	Undated	47
9.	"Get the Facts" website content report	Undated	63
10.	Comments on RACQ Facebook page	Undated	85
11.	Letter from ASIC to RACQI regarding Ipswich review	13/09/11	88
12.	Letter from ASIC to RACQI regarding PDS	03/05/11	91
13.	Letter from RACQI to ASIC regarding PDS	25/05/11	96

Exhibit 1

Our ref: Doc 1717097

12 September 2011

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

REQUIREMENT TO PROVIDE STATEMENT TO COMMISSION OF INQUIRY

I, Justice Catherine E Holmes, Commissioner of Inquiry, pursuant to section 5(1)(d) of the *Commissions of Inquiry Act 1950* (Qld), require Mr Graham Dale, General Manager, Personal Insurance Claims, RACQ Insurance Limited, to provide a written statement, under oath or affirmation, to the Queensland Floods Commission of Inquiry, which addresses the topics and exhibits the documents listed below:

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):

27. Were policyholders advised of all information upon which RACQ Insurance relied in determining their complaints/disputes? 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:

- 27.1 What was the nature of the information?
- 27.2 Why was it not provided?

37. Is RACQ Insurance aware of any instances of staff of RACQ Insurance having given incorrect advice in response to queries from policyholders about the terms of their cover, or about their claim?

38. Were written responses given in response to all complaints/disputes?

39. Were policyholders kept informed of the progress of their complaints/disputes in accordance with the General Insurance Code of Practice? How did/does RACQ Insurance monitor whether the standards for providing information on progress of disputes was/is adhered to?

40. Has RACQ Insurance made any public statement, or commented in any public forum, about any individual policyholder (or an advocate for a policyholder)? If so, please provide copies of the statements or comments.

41. Is RACQ Insurance or has RACQ Insurance been the subject of any investigation by the Financial Ombudsman Service (other than disputes referred to in paragraph 33 of the original Requirement dated 2 September 2011) or any other regulatory body about the manner in which RACQ Insurance has dealt with claims relating to the Queensland floods?

In addressing these matters, Mr Dale is to:

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

Mr Dale may also address 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 4 pm, Friday, 16 September 2011.

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



Commissioner
Justice C E Holmes

Exhibit 2

Our ref: 1718450

12 September 2011

Mr Rocco Russo
Partner
Cooper Grace Ward Lawyers
GPO Box 834
BRISBANE QLD 4001

Dear Mr Russo

**RACQ Insurance Limited – Requirement issued to Mr Graham Dale 2 September 2011
(Doc 1694618)**

I refer to the above Requirement and Ms Kyla Hayden's email to you, sent on Friday, 9 September 2011, at 6:53 pm.

As foreshadowed in Ms Hayden's email, please find enclosed an addendum Requirement directed to Mr Dale, containing an amended paragraph 27 and five additional paragraphs (paragraphs 37 to 41).

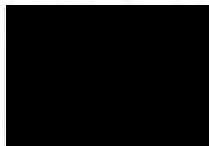
By way of explanation:

1. Paragraph 37 should be read in conjunction with paragraphs 9 and 10 of the original Requirement;
2. Paragraphs 38 and 39 should be read in conjunction with paragraphs 26–29 of the original Requirement; and
3. Paragraphs 40 and 41 are self-explanatory questions.

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

Thank you for your assistance.

Yours sincerely



Jane Moynihan
Executive Director

Encl.

400 George Street Brisbane
GPO Box 1738 Brisbane
Queensland 4001 Australia
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Exhibit 3

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	3/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 Flood - Decline of claim	-	Resolved	Yes	Nil - Final IDR decision provided	18/08/2011	Legal Rep appointed - claim accepted as flash flood	11
	5/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	-	Resolved	Yes	Nil - Final IDR decision provided	18/08/2011	Legal Rep appointed - claim accepted as flash flood	9
	3/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 Flood - decline of claim	-	Resolved	No	Nil - Final IDR decision provided	19/08/2011	Legal Rep Appointed - IDR Mgr upheld decision	12
	19/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Insured is upset as she has received rejection letter and does not agree with the decision that was made to reject her claim.	0	In Progress		Nil - Complaint < 25 days			
	19/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT116 FLOOD - Insured disagrees with the decision to decline his claim and has forwarded correspondence detailing his response.	0	In Progress		Nil - Complaint < 25 days			
	19/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Insured unhappy with rejection of claim in relation to roof. Reviewed claim and maintain the decision to decline your claim on the basis that the roof has allowed water ingress due to the rust and corrosion that is evident that gave rise to the damage	0	In Progress		Nil - Complaint < 25 days			
	19/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Insured does not accept decision of declination. Claims department maintains that the damage to ceiling is pre-existing as per images on Stream from site inspection. Images also evidence the report received from stream advising that there had been prior	0	In Progress		Nil - Complaint < 25 days			
	19/08/2011		Household Insurance	Decline of Claim	Partial Decline	Insured disagrees with the decision to decline the claim for the external and internal repairs to risk address. Reviewed claim and images on file from Site inspection. Damage shown clearly pre-dates the loss and is not attributable to any single identif	0	In Progress		Nil - Complaint < 25 days			

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	19/08/2011		Household Insurance	Customer Service	Processes	Letter of complaint received dated 12/8/11 - copy attached to claim - includes but not limited to comments on :- . Length of time since DOL . To date RACQ have done nothing to effect repairs to the property . Stalling from Stream - not wishing to deal wit	1	In Progress			19/08/2011		0
	18/08/2011	1	Motor Vehicle Insurance	Claim Settlement	Other	Insured not happy with claim delay due to police report not available.	-	Resolved	Yes	Nil - Resolved < 5 business days		Report rec'd. No adverse findings. Claim accepted, proceeding to settle NVR.	
	18/08/2011	9	Motor Vehicle Insurance	Claim Liability	Insured	Ins not happy that liability can't be determined and in her favour.	1	In Progress		Nil - Complaint < 25 days			
	18/08/2011		Motor Vehicle Insurance	Claim Liability	Third Party	TP recovers agent not agreed with liability decision.	1	In Progress		Nil - Complaint < 25 days			
	18/08/2011		Motor Vehicle Insurance	Claim Liability	Insured	Insured disputes the decision made to hold the insured at fault for failing right of way leaving a parked position.	1	In Progress		Referred to CDRD for IDRC review			
	16/08/2011		Household Insurance	Decline of Claim	Partial Decline	Ins believes that toilet wall should be covered.	3	In Progress		Await further info from Insured			
	16/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT116 - Flood Insured believes claim should be reassessed, as other claims have been, and other insurance companies have being paying out on flood, so believes RACQ should to. Next door neighbour is insured with Suncorp and has had been paid out,	3	In Progress		IDR Mgr to review			
	16/08/2011		Caravan Insurance	Sales and Product	Other	INS has taken out sum insured policy. We have paid out based on the market value or the sum insured (which ever the lessor). IN this instance that was the market value of \$15,000. Sum insured was \$54,000. Insured believes that this was insured incorrectly	3	In Progress		IDRC to review			
	16/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Insured disagrees with the decision not to cover her car keys.	3	In Progress		Await further info from Insured			
	16/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT116 Flood - disputing decline of claim	3	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	16/08/2011	3	Motor Vehicle Insurance	Decline of Claim	Duty of Disclosure	Insured disputes decline of claim for non disclosure of his criminal history	3	In Progress		IDRC to review			
	16/08/2011		Household Insurance	Customer Service	Processes	Insured unhappy with time taken to source quotes and attend to repairs. Insured advised his own quote could have been sourced and repaired much quicker and is unhappy with amount of people involved in arranging quotes. Materials have been ordered for r	-	Resolved	Yes	Nil - Resolved < 5 business days	16/08/2011	Repairer is to ensure insured updated with 0 claim progress	
	16/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	Customers believed they had flood cover. Flood claim declined as no cover.	-	Resolved	No	Nil - Final IDR decision provided	15/08/2011	Legal Rep appointed Claims decision upheld by IDR	
	15/08/2011		Motor Vehicle Insurance	Claim Settlement	Other	Insured not happy about claim settlement being delay.	-	Resolved	Yes	Nil - Resolved < 5 business days	15/08/2011	ADV that police report still mandatory however still in position to settle. INS happy with settlement regardless and understands we will still try and seek a police report. INS requested EFT and details have been updated.	
	18/08/2011		Household Insurance	Claim Settlement	Other	Insured does not agree with HH decision to cash settle based on original scope. Insured says she was advised by the council to raise the stumps of her property and claims someone from RACQI told her it would be OK to raise stumps and we would include this	1	In Progress		Review underway by HH Claims			
	11/08/2011		Caravan Insurance	Decline of Claim	PDS Exclusion	Claim declined: insured disputes claim decline due to unknown error when closing windows on cvan	8	In Progress		Assessing reviewing decision			
	11/08/2011		Motor Vehicle Insurance	Claim Liability	Insured	Outcome - Dinesh Novelend called very angry that we didn't wave the excess based on him providing a car registration - I explained several times to Dinesh that we need name, address, tel#, rego, make and model of veh of driver at fault, then the excess i	8	In Progress		Nil - Complaint < 25 days			1
	12/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Insured wants a review of our decision not to cover the repair of the leaking pipe.	-	Resolved	Yes	Nil - Resolved < 5 business days	15/08/2011	Agreed on a settlement, s	1
	12/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	Insured believes that she lives in the Goodna area and should be paid as the Goodna area was hit the worse and that it is very wrong that the Goodna area is not been accepted...	-	Resolved	No	Nil - Final IDR decision provided	19/08/2011	Claims decision upheld	5

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	1/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Customer disputes decline of claim	-	Resolved	No	Nil - Final IDR decision provided	11/08/2011	Claims decision upheld	8
	11/08/2011		Household Insurance	Decline of Claim	Partial Decline	The insured does not agree with the reasons we partially declined his claim, he has sent in a letter also statements from CSR roofing & Home sweet homes P/L	8	In Progress		T/Leader reviewing			
	11/08/2011		Motor Vehicle Insurance	Customer Service	RACQI Employees Claims	insured complained that she was never told that the veh was being relocated to pickles and she still had personal items to retrieve. she is going to go to pickles to retrieve	-	Resolved		Nil - Resolved < 5 business days	11/08/2011	insured will go to pickles to collect her personal items and if she has any issues will contact our office.	0
	10/08/2011		Household Insurance	Claim Settlement	Policy Limitations	Insured's son seeks replacement of all tiles - advised policy does not extend to colour matching - this is a consequential loss. Ins son not happy with this	9	In Progress		IDRC to review 25/8/11			
	10/08/2011		Motor Vehicle Insurance	Claim Settlement	Other	TP wants a H/v to be paid for and supplied by RACQ - TP has been advised of RACQ policy but states he cannot afford to pay for H/v upfront and doesn't have the time to sort out a H/v - TP has requested complaint be escalated	-	In Progress		Nil - Resolved < 5 business days		Rang tp, confirmed procedure, tp very argumentative. TP hung up on me.	0
	9/08/2011		Motor Vehicle Insurance	Claim Liability	Third Party	TP disagrees with liability decision which holds him 100% at fault	-	Resolved	No	Nil - Final IDR decision provided		IDRC upheld claims decision	
	10/08/2011		Motor Vehicle Insurance	Customer Service	Processes	Ins wants racqi to pay for further hire vehicle due to delay in parts from Japan. Advised insured Susan there has been no delay from RACQ Insurance and no further hire vehicle from racqi. Insured wanted to make a complaint advised would have supervisor ri	-	Resolved	Yes	Nil - Resolved < 5 business days	10/08/2011	Rang insured and discussed complaint, confirmed 14 days max for HV under policy. Insd accepted.	0
	9/08/2011		Motor Vehicle Insurance	Claim Liability	Insured	insured disputes holding him at fault	10	In Progress		EM reviewing prior to IDRC			
	10/08/2011		Motor Vehicle Insurance	Claim Settlement	Other	insured cheryl has called teleclaims and advised she wishes to make a complaint in relation to the delay in receipt of total loss settlement. insured advised she was told the funds would be in her account by tues 9/8/2011. she had put a replacement vehi	-	Resolved	Yes	Nil - Resolved < 5 business days	10/08/2011	cont insured and advised her that the delay in the settlement was due to the payment request not fully completed and this was due to staff error and apologised for the delay and advised funds would be in her account within 2-4 business days.	0

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	9/08/2011		Motor Vehicle Insurance	Claim Liability	Third Party	tp does not agree with liability decision that both insured and tp be held at fault and ebo offered. both parties would also be responsible for 50/50 on the stationary tp that was hit as a result	10	In Progress		IDRC to review 25/8/11			
	9/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT116 FLOOD - Declined flood claim. Insured does not agree with decision and believes it is flash flood.	-	Resolved	No	Nil - Final IDR decision provided	19/08/2011	Claims decision upheld	8
	9/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT116 FLOOD - Mr insured has read his PDS & believes that part of his home, being the downstairs/underneath of the house was affected by water rain/stormwater runoff from his neighbouring properties & lands which are higher than his & this happened before	-	Resolved	No	Nil - Final IDR decision provided	19/08/2011	Claims decision upheld	8
	8/08/2011		Motor Vehicle Insurance	Claim Settlement	PAV	PAV Dispute: Insured disagrees with PAV.	11	In Progress		Await IDRC outcome			
	8/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Ins disagrees with outcome.	11	In Progress		Awaiting further expert report			
	8/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CLAIM has been declined. Insured wishes to dispute this decision.	11	In Progress		IDRC to review			
	8/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Ins believes claim should be covered.	11	In Progress		Await further info from Insured			
	22/07/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT116 Flood - Insured disputing decline of claim	-	Resolved	No	Nil - Final IDR decision provided	19/08/2011	Claims decision upheld	20
	8/08/2011		Household Insurance	Claim Settlement	Policy Limitations	Ins believes that whole sets of earrings should be replaced instead of only one from each set.	-	Resolved	Yes	Nil - Resolved < 5 business days	8/08/2011	Believe that as ins has been long term client and is gold member that further \$377.00 should be offered to insured on ex gratia basis to replace full sets of earrings.	0
	8/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	Insured wants decision to decline claim reviewed.	11	In Progress		IDRC to review 25/8			
	8/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT116 FLOOD - Declined Flood claim. Insured states cause is storm water runoff.	-	Resolved	No	Nil - Final IDR decision provided	19/08/2011	Claims decision upheld	9

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	8/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT116 FLOOD - Insured wants to now dispute the decline of her claim as she has been away. Insured does not agree that there was flood	11	In Progress		Insured to provide further information prior to IDRC review			
	8/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Ins disagrees with outcome.	11	In Progress		IDRC to review 25/8			
	5/08/2011		Caravan Insurance	Decline of Claim	PDS Exclusion	Insured unhappy with decline decision and believes that damage has occurred by cyclonic weather conditions not water/moisture entering caravan over a period of time as Assessor has determined.	-	Resolved	Yes	Final decision letter provided as decline claim	12/08/2011	Agreed to pay Ins \$1000 ex-gratia. Insured very happy	
	5/08/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 115 Flood - Decline of claim	13	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	5/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT115/116 STORM CLAIM Insured claim has been declined due to faulty workmanship, he believes that this is not correct and stream's assessors don't know what they are talking about	-	Resolved	No	Nil - Final IDR decision provided	18/08/2011	IDRC upheld claims decision	
	4/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Insured's claim was declined due to seepage. Insured unhappy with decision as previous claim for what insd believes is the same issue was accepted. Advised insd damage from previous claim was due to wind driven rain entering weep holes. Insd advised she w	14	In Progress		Insured to provide further information			
	2/08/2011		Household Insurance	Decline of Claim	Partial Decline	Insured disputes partial decline due to pre-existing damage	-	Resolved	Yes	Nil - Final IDR decision provided	18/08/2011	IDRC overturned claim decision. Claim to be negotiated for settlement	
	4/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT116 FLOOD - Ins claims their property was not inundated by flood, but rather by storm water runoff	-	Resolved	No	Nil - Final IDR decision provided	12/08/2011	Claims decision upheld	6
	2/08/2011		Motor Vehicle Insurance	Other	Unspecified	Allegations made against RACQI that the INS vehicle has sustained damage whilst in the possession of RACQI (at holding yard) during the course of the investigation for a theft recovered. INS has alledged that there is over \$3000.00 worth of damage sustain	-	Resolved	Yes	Final decision letter provided as resolved > 5 business days	16/08/2011	Agreed to settle \$1975.82. Owner has thanked assessing for speedy response and consideration.	

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	3/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT116 FLOOD - Insured does not agree that the decline decision still stands after watching the news and hearing of other claims in the Ipswich region being overturned. After informing the Insured that the 247 claims that were overturned were ones that we	-	Resolved	No	Nil - Final IDR decision provided	10/08/2011	Claims decision upheld	5
	3/08/2011		Motor Vehicle Insurance	Customer Service	RACQI Employees - Claims	Vehicle damage assessed for damage consistent to description and authorised, insured has then not had excess waived so has appeared to sort further damage to be included in claim so has decided to change repairer. No mention of r/h side damage at claim in	-	Resolved	Yes	Nil - Resolved < 5 business days	8/08/2011	RAM approved repairs. Repairs approved. Insured advised.	3
	3/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT116 - FLOOD Insured called inquiring if his claim was one of the 247 claims that were overturned. Adv Insured it was only those claims that were inundated from the Bremer River, Insured says his property too was flooded by the Bremer River.	-	Resolved	No	Nil - Final IDR decision provided	10/08/2011	Claims decision upheld	5
	3/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT116 - FLOOD - Mrs Ins would like IDR to review her claim as she doesn't agree with our decision since some of the Ipswich Flood claim decisions were overturned.	-	Resolved	No	Nil - Final IDR decision provided	12/08/2011	Claims decision upheld	7
	3/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	cat116 - flood - Insured still disagrees with decline decision and does not understand how her claim was not one of the 247 overturned in the Ipswich region as her property is adjacent to the Bremer River. Insured has requested reassessment of her claim.	-	Resolved	No	Nil - Final IDR decision provided	12/08/2011	Claims decision upheld	7
	3/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT116 FLOOD - insured has requested his claim be reassessed in light of the acceptance of claims in the Ipswich area	-	Resolved	No	Nil - Final IDR decision provided	10/08/2011	Claims decision upheld	5
	2/08/2011		Motor Vehicle Insurance	Claim Liability	Insured	Insured held at fault for failing to leave kerb safely/failing to give way to all traffic before entering roadway. Insured unhappy with decision and has requested IDR process. Please see notes on CC for further detail.	-	Resolved	No	Nil - Final IDR decision provided	11/08/2011	Referred to CDRD Claims decision upheld by IDR	7
	2/08/2011		Motor Vehicle Insurance	Decline of Claim	PDS Exclusion	Insured not happy with decision to decline claim and has requested IDR process.	-	Resolved	No	Nil - Final IDR decision provided	11/08/2011	Claims decision upheld	7

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	1/08/2011		Motor Vehicle Insurance	Claim Settlement	Other	TP is not happy with the amount of time it has taken for the Cash settlement to be processed. - TP has lodged a complaint with the financial ombudsman.	17	In Progress		Nil - Complaint < 25 days			
	2/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Ins claims he did not know about damage and this was not picked up in pre-purchase inspection. It is noted that there were a large number of defects detected by pre-purchase building inspection but there were also a number of areas which could not be acc	-	Resolved	No	Nil - Final IDR decision provided	11/08/2011	Referred to CDRD Claims decision upheld by IDR	7
	1/08/2011		Household Insurance	Decline of Claim	PDS Exclusion	Claim declined: insured disputes decline of claim due to defective or faulty workmanship	-	Resolved		Nil - Final IDR decision provided	11/08/2011	Referred to CDRD Claims decision upheld by IDR	8
	28/07/2011		Motor Vehicle Insurance	Claim Liability	Insured	Insured disputes EBO after reversing accident in shopping centre carpark	-	Resolved	No	Nil - Final IDR decision provided		IDRC upheld claims decision	
	28/07/2011		Motor Vehicle Insurance	Claim Liability	Insured	INS was stopped at a red light in the far left lane and a TP (oversize vehicle with 3 pilot cars) has turned right from the middle lane and impacted INS vehicle. INS admitted to me on the phone that he acted based on an assumption he made about the inten	20	In Progress		Nil - Complaint < 25 days			
	28/07/2011		Motor Vehicle Insurance	Claim Settlement	PAV	Insured been given different market value at policy inception	20	In Progress		IDRC to review 25/8		Requested independent valuation	
	1/08/2011		Motor Vehicle Insurance	Other	Unspecified	insured not happy that the assessment was cancelled and assessor could not do the assessment on the set date	-	Resolved	Yes	Nil - Resolved < 5 business days	7/08/2011	Soraya has now requested she is no longer concerned regarding the outcome of the vehicle assessment. Soraya has indicated I have provided sufficient answers to her from yesterday.	4
	27/07/2011		Household Insurance	Decline of Claim	PDS Exclusion	Ins disagrees with the outcome of claim	21	In Progress		Insured to provide further info			
	27/07/2011		Household Insurance	Decline of Claim	PDS Exclusion	Insured wishes to dispute the decision that his claim was declined. Insured claimed the attending loss adjuster was a lair.	21	In Progress		Awaiting further report from Insured		Awaiting further info from Insured	
	27/07/2011		Household Insurance	Decline of Claim	PDS Exclusion	Ins disagrees with outcome.	21	In Progress		Email to CDRD to escalate for review			

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
HH01467549 2473.xml	26/07/2011	HH01467549	Household Insurance	Decline of Claim	PDS Exclusion	Insured disputes decline of roof due to wear and tear and failure to maintain	-	Resolved	No	Nil - Final IDR decision provided	11/08/2011	IDRC to review 11/8/11 Claims decision upheld by IDR	12
	26/07/2011		Motor Vehicle Insurance	Decline of Claim	PDS Exclusion	Claim has been declined due to leaving keys in the ignition and unattended	-	Resolved	Yes	Nil - Final IDR decision provided		IDRC overturned claim decision. Claim to be accepted.	
	26/07/2011		Motor Vehicle Insurance	Customer Service	RACQ! Employees - Claims	Insd called to ask why we would not be following up demands for hire car on Insd behalf. I have explained to insd it is outside of her policy entitlement, therefor she will need to try to recover any out of pocket expenses from the TP, who are Insd , so i	22	In Progress		Nil - Complaint < 25 days			
	22/07/2011		Household Insurance	Claim Settlement	Policy Limitations	Ins wants to be paid accommodation and his property managers management costs for looking after claim.	26	In Progress		File with CDRD - Ins to provide fthr info			
	26/07/2011		Household Insurance	Decline of Claim	PDS Exclusion	Insured wishes to dispute the decline of the claim.	-	Resolved	No	Nil - Final IDR decision provided	11/08/2011	IDRC to review 11/8/11 Claims decision upheld by IDR	12
	25/07/2011		Motor Vehicle Insurance	Claim Settlement	Other	Assessment and Replacement process took too long.	-	Resolved	-	Duplicate - Disregard	7/08/2011	DUPLICATE - DISREGARD	9
	22/07/2011		Motor Vehicle Insurance	Customer Service	RACQ! Employees - Claims	Consultant did not provide correct information when customer 1st contact RACQ!	26	In Progress		Review in progress - T/Loss Team Leader		Team Leader reviewing	
	21/07/2011		Household Insurance	Decline of Claim	PDS Exclusion	Insured disagrees with the decline of his claim and wants a review by IDR.	27	In Progress		Email CDRD - ensure referred back to IDRC for final decision		Referred back from IDRC for further information prior to decision 4/8/11	
	20/07/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT116 FLOOD - Insured is wanting to dispute the claim decision	27	In Progress		Hydrology review underway		Referred to CDRD	
	19/07/2011		Household Insurance	Claim Settlement	Policy Limitations	CAT 116 flood - decline of claim	28	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	19/07/2011		Household Insurance	Claim Settlement	Policy Limitations	CAT 116 flood - decline of claim	28	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	18/07/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	29	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	18/07/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	29	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	14/07/2011		Motor Vehicle Insurance	Claim Liability	Insured	INS disagrees with the liability decision because he believes he is not at fault. INS was sitting in his car parked on a street with his door open and a TP has driven past and collided with INS open door. Advised INS of traffic regs but he insists it is	-	Resolved	Yes	Final IDR letter sent as resolved < 5 business days		Team Leader agreed to refund XS. Insured satisfied with outcome	
	1/07/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	1/07/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	17/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	-	Resolved	No	Nil - Final IDR decision provided	12/08/2011	Legal Rep appointed Claims decision upheld by IDR	40
	30/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	28/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	14/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	-	Resolved	No	Nil - Final IDR decision provided	10/08/2011	Legal Rep appointed Claims decision upheld by IDR	41
	23/06/2011		Household Insurance	Customer Service	Processes	CAT 116 FLOOD. Insured believes claim decision is taking too long.	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	22/06/2011		Motor Vehicle Insurance	Decline of Claim	PDS Exclusion	Claim declined under RCMV2 01/11 RACQI Motor Vehicle Insurance Policy PDS, pg 44. Theft recovered-burnt out. No forced entry and no forced damage to vehicle ignition and steering. Vehicle key left with vehicle. Forensic locksmith found that factory is	45+	In Progress		Nil - 45 day letter sent			

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	17/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	17/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	15/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	15/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	15/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress	No	Nil - Legal Rep appointed		Legal Rep appointed	
	9/06/2011		Household Insurance	Decline of Claim	PDS Exclusion	Ins feels we should pay for exploratory costs.	45+	In Progress				** 45 day FOS letter **	
	7/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	7/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	7/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	6/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	6/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	6/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	Cat 116 Flood decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	6/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	3/06/2011		Household Insurance	Claim Liability	Insured	Insured unhappy with timeframe taken to determine claim liability.	45+	In Progress		Nil - Legal Rep appointed		Legal rep appointed	
	14/07/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 FLOOD insured believes the damage to the property was caused by flash flood, not flood	-	Resolved	Yes	Nil - Final IDR decision provided	16/08/2011	Legal Rep appointed. Decision to decline has been overturned. Insured to receive payment for flash flood.	23
	1/06/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 Flood decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	31/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 Flood decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	31/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 Flood Decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	30/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - Decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	27/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - Decline of Claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	27/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood Decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	1/07/2011		Household Insurance	Decline of Claim	PDS Exclusion	declined claim - no storm made opening, wear and tear, failure to maintain home	-	Resolved	No	Nil - Final IDR decision provided	11/08/2011	IDR Mgr to review Claims decision UPHELD by IDR	29
	27/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 Flood - Decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	25/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood Disputing decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	24/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood Disputing decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	21/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	20/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	20/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Disputing decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	13/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Decline of claim disputed by Insured	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	13/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	12/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Decline dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	11/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Claim decline dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	11/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - claim decline dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	9/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	6/05/2011		Household Insurance	Customer Service	Processes	CAT 116 Flood - Insured (via ILS) disputing delay in making a decision on claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	6/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - claim decline dispute	45+	In Progress		Nil - Legal Rep appointed		Legal rep appointed	

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	5/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - claim decline dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	18/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Decline of claim dispute	-	Resolved	Yes	Nil - Final IDR decision provided	16/08/2011	Legal Rep appointed. Decision to decline has been overturned. Insured to receive payment for flash flood.	64
	5/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	5/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	4/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT116 FLOOD Insured disputing timeframe to make decision	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	4/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	3/05/2011		Household Insurance	Claim Settlement	Other	CAT 116 Flash Flood - Legal Aid represent - Insured claim accepted however disputing time taken to settle claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	2/05/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 Flood - Caxton Legal act. Dispute time to make decision	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	29/04/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 115 STORM Claim declined as due to 'wear and tear' & 'opening not created by storm' Our StreamBuild Assist report which advises that water ingress was due to old deteriorated breather pipe flashings on the roof, which have since been replaced by plum	45+	In Progress		Nil - 45 day letter sent		** 45 day letter sent - on hold at Ins request to provide further information **Update 19/7 Insured expects to provide further info in a week or so.	
	29/04/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	19/04/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
	4/05/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Disputing decline of claim	-	Resolved	No	Nil - Final IDR decision provided	11/08/2011	Legal Rep appointed Claims decision upheld by IDR	71
	13/04/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 115 - Insured disputing decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	12/04/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - Insured disputing decline of claim (via Legal Aid)	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	6/04/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	5/04/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 - Insured disputing decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	5/04/2011		Household Insurance	Other	Service Provider	Received complaint from insured with regard to the repairs undertaken on the claim and time, taken for these repairs. Insured has also advised that in rectification of the issue raised by himself on the carport, Vantage has addressed the issue but now h	45+	In Progress		Nil - 45 day letter sent		** 45 day letter sent **	
	5/04/2011		Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 - Insured disputing decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	19/04/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT116 - FLOOD. Insured is disputing claim decision, believes damage caused by flash flood. Documentation provided on claim.	-	Resolved	No	Nil - Final IDR decision provided	8/08/2011	** 45 day FOS letter sent ***Update - Hydrology complete - referring to IDR Manager 21/7 for final decision IDR Decision upheld.	79
	31/03/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	31/03/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	31/03/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	
	31/03/2011		Household Insurance	Decline of Claim	No Applicable Cover	CAT 116 flood - decline of claim	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	

Name	Date of Complaint	Reference Number	Product Type	Category	Sub Category	Complaint	Age	Outcome	Satisfied?	Action of reviewer	Date Of Conclusion	Final Outcome	Resolved in
[REDACTED] 2131.xml	25/03/2011	[REDACTED] 2	Household Insurance	Decline of Claim	PDS Exclusion	CAT 116 Flood - decline of claim dispute	45+	In Progress		Nil - Legal Rep appointed		Legal Rep appointed	

Exhibit 4

RACQ INSURANCE CLAIMS
P O Box 3004
Logan City QLD 4114
*To reply, please call direct on 3361 2141
or Facsimile on 07 3219 0489*

20 September 2011

Susan and Thomas Ritchie
[REDACTED] Mungarie Street
KEPERRA QLD 4054

Claim Number: [REDACTED]

Dear Mrs and Mr Ritchie

We refer to your complaint lodged with the Household Claims Department in relation to your claim, which has been noted by the Customer Dispute Resolution department.

As a signatory of the General Insurance Code of Practice (COP) RACQ Insurance is obliged to inform you of your options relating to the review of your complaint. In line with the COP you are entitled to refer your concerns to the Financial Ombudsman Service if your complaint has not been resolved within 45 days of you bringing it to the attention of RACQ Insurance,

You can contact the Financial Ombudsman Service at GPO Box 3, Melbourne VIC 3001 or by telephone on 1300 780 808 (local call costs for consumers outside the Melbourne metropolitan area). Further information can also be obtained from their website www.fos.org.au.

Should you wish to provide further information with respect to your complaint, we welcome the opportunity to consider this further information. RACQ Insurance is committed to resolving your complaint in line with the terms and conditions of your policy of insurance or relevant legislative requirements.

We therefore encourage you to allow us the opportunity to provide you with the final outcome of our fair and impartial review and/or investigation into your concerns. RACQ Insurance will keep you up to date with the progress of the review and you are free to contact the relevant department at any time during the review with any questions you may have.

Yours faithfully,

[REDACTED]
Customer Dispute Resolution Manager
RACQ Insurance

Exhibit 5



Our Ref: MJM:RXR 10094914
Your Ref:

22 June 2011

Civil Justices (Consumer Protection) Unit
Legal Aid Queensland
GPO Box 2449
Brisbane QLD 4001

Also by email: [REDACTED]

Level 21, 400 George Street
Brisbane 4000 Australia

GPO Box 834, Brisbane 4001

T 61 7 3231 2444

F 61 7 3221 4356

www.cgw.com.au

ABN 95 591 906 639

Dear Colleagues

RACQ Insurance - flood claims

As you are aware we act for RACQ Insurance Limited.

FOS Information

We note you act for a number of our client's customers with respect to complaints relating to claims lodged on their respective policies of insurance in relation to the recent Queensland flooding events.

We **attach** for your reference our client's record of these matters which are unresolved as at 9 June 2011, for example, where a final IDR decision is yet to be provided.

As a signatory to the General Insurance Code of Practice, our client is obliged to inform you of your clients' options relating to the review of their complaint. In line with the General Insurance Code of Practice, your clients are entitled to refer their concerns to the Financial Ombudsman Service (**FOS**) if their complaint has not been resolved within 45 days. FOS will then advise your clients whether the complaint or dispute is one which falls within their Terms of Reference.

Your clients can contact FOS by post at GPO Box 3, Melbourne, Victoria 3001 or by telephone on 1300 780 808 (local call costs for consumers outside the Melbourne metropolitan area). Further information can also be obtained from their website at www.fos.org.au.

We give the above notification in case there is any argument that your clients' claims have not been dealt with within 45 days. We note that in most if not all cases the claims have been dealt with within 45 days of having received your clients' submissions. We also note that our client held off on determining those claims earlier at your request.

Given that additional customers of our client may contact you in the future, the above advice is also provided for future complaints which may be referred to our client by your organisation.

Timeframe for response

We also refer to our letter dated 14 April 2011 regarding the above mentioned timeframe for our client's responses to requests for internal review of claim decisions.

We have **attached** a copy of our previous letter for your reference.

We would be grateful if you could please confirm in writing that you are happy to proceed on the basis that our client will be allowed 15 business days from receiving your clients' detailed submissions (in accordance with section 6.6 of the Code of Practice) to provide its response.

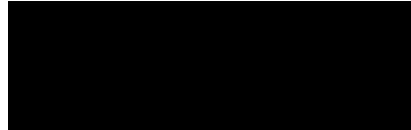
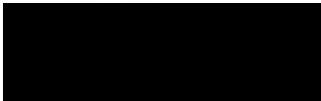
If you are happy with this approach, please confirm that this procedure will apply for all present and future clients of Legal Aid relating to claims made on our client RACQ Insurance Limited relating to the recent Queensland floods (subject, of course, to any situations where you receive instructions to the contrary and inform us of that fact in writing).

Yours faithfully
COOPER GRACE WARD



Associate

T
F
E



Rocco Russo
Partner

ECA210094914 3875281v1



COOPER GRACE WARD
LAWYERS

Our Ref: MJM:RXR 10094914
Your Ref:

14 April 2011

Civil Justices (Consumer Protection) Unit
Legal Aid Queensland
GPO Box 2449
Brisbane QLD 4001

Level 21, 400 George Street
Brisbane 4000 Australia

GPO Box 834, Brisbane 4001

T 61 7 3231 2444

F 61 7 3221 4356

www.cgw.com.au

ABN 95 591 906 639

Also by email: [REDACTED]

Dear Colleagues

RACQ Insurance - flood claim review

We understand that you act for a number of clients in respect of claims they have made under insurance policies with our client RACQ Insurance Limited arising from the recent flooding in Queensland.

As you are aware, our client is obliged to determine any application for review by a customer within 45 days of receiving a complaint, otherwise the matter can be referred to the Financial Ombudsman Service.

We understand Legal Aid has previously indicated that it would prefer RACQ Insurance to have the benefit of full details and submissions regarding your clients' position, and that you are prepared to generally indicate that you will not take steps to refer the matter to FOS until our client has received your clients' detailed submissions and had a fair opportunity to consider those submissions.

We also understand Legal Aid would like to put this in place as a standing arrangement to avoid the need to have to negotiate and agree on an extension of time for each claim. We understand that you are prepared to proceed on the basis that our client's 45 day time period to consider your clients' claims will commence once we receive your client's detailed submissions from you. You also indicated that you would be prepared to recommend that your clients allow further time where matters require further investigation (such as obtaining transcripts etc).

We would be grateful if you could please confirm in writing that our understanding is correct and applies for all present and future clients of Legal Aid relating to claims made on our client RACQ Insurance Limited relating to the recent Queensland floods.

Yours faithfully

COOPER GRACE WARD

[REDACTED]

Associate

T

F

E

[REDACTED]

[REDACTED]

Rocco Russo
Partner

ECA210094914 3797256v1



Legal Aid QLD

Name	Address	Policy Number	Claim Number	Date of Loss
				11/01/2011
				12/01/2011
				12/01/2011
				11/01/2011
				12/01/2011
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12/01/2011
12/01/2011
12/012011
11/01/2011
11/01/2011



Our Ref: MJM:RXR 10094914

22 June 2011

Caxton Legal Centre
1 Manning Street
South Brisbane QLD 4101

Email: caxton@caxton.org.au

Level 21, 400 George Street
Brisbane 4000 Australia

GPO Box 834, Brisbane 4001

T 61 7 3231 2444

F 61 7 3221 4356

www.cgw.com.au

ABN 95 591 906 639

Dear Colleagues

RACQ Insurance - flood claim review

As you are aware we act for RACQ Insurance Limited.

FOS Information

We note you act for a number of our client's customers with respect to complaints relating to claims lodged on their respective policies of insurance in relation to the recent Queensland flooding events.

We **attach** for your reference our client's record of these matters which are unresolved as at 9 June 2011, for example, where a final IDR decision is yet to be provided.

As a signatory to the General Insurance Code of Practice, our client is obliged to inform you of your clients' options relating to the review of their complaint. In line with the General Insurance Code of Practice, your clients are entitled to refer their concerns to the Financial Ombudsman Service (**FOS**) if their complaint has not been resolved within 45 days. FOS will then advise your clients whether the complaint or dispute is one which falls within their Terms of Reference.

Your clients can contact FOS by post at GPO Box 3, Melbourne, Victoria 3001 or by telephone on 1300 780 808 (local call costs for consumers outside the Melbourne metropolitan area). Further information can also be obtained from their website at www.fos.org.au.

We give the above notification in case there is any argument that your clients' claims have not been dealt with within 45 days. We note that in most if not all cases the claims have been dealt with within 45 days of having received your clients' submissions. We also note that our client held off on determining those claims until it had received your clients' detailed submissions. Our client took this approach to give your clients an opportunity to provide detailed submissions in support of their claims.

Given that additional customers of our client may contact you in the future, the above advice is also provided for future complaints which may be referred to our client by your organisation.

Timeframe for response

As discussed above, our client is obliged to provide a final decision within 45 days of receiving a complaint; otherwise the matter can be referred to FOS for consideration in line with their Terms of Reference.

In most circumstances this means that the 45 day time limit commences before our client has even received your clients' detailed submissions consequently limiting our client's time to properly consider and investigate the issues raised by your clients' in their submissions.

We would be grateful if you could please confirm in writing that you are happy to proceed on the basis that our client will be allowed 15 business days from receiving your clients' detailed submissions (in accordance with section 6.6 of the Code of Practice) to provide its response.

If you are happy with this approach, please confirm that this procedure will apply for all present and future clients of Caxton Legal Centre relating to claims made on our client RACQ Insurance Limited relating to the recent Queensland floods (subject, of course, to any situations where you receive instructions to the contrary and inform us of that fact in writing).

Yours faithfully

COOPER GRACE WARD

[Redacted signature block]

Associate

T
F
E

[Redacted contact information]

[Redacted signature block]

Rocco Russo
Partner

ECA210094914 3875812v1

Caxton Legal

Name	Address	Policy Number	Claim Number	Date of Loss
				11/01/2011
				10/01/2011
				11/01/2011
				11/01/2011
				12/01/2011
				11/01/2011
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				11/01/2011
				11/01/2011
				11/01/2011
				12/01/2011



Our Ref: MJM:RXR 10094914

22 June 2011

Consumer Credit Legal Centre (NSW)
PO Box 538
Surry Hills NSW 2010

Email: info@cclcnsw.org.au

Level 21, 400 George Street
Brisbane 4000 Australia

GPO Box 834, Brisbane 4001

T 61 7 3231 2444

F 61 7 3221 4356

www.cgw.com.au

ABN 95 591 906 639

Dear Colleagues

RACQ Insurance - flood claim review

As you are aware we act for RACQ Insurance Limited.

FOS Information

We note you act for a number of our client's customers with respect to complaints relating to claims lodged on their respective policies of insurance in relation to the recent Queensland flooding events.

We **attach** for your reference our client's record of these matters which are unresolved as at 9 June 2011, for example, where a final IDR decision is yet to be provided.

As a signatory to the General Insurance Code of Practice, our client is obliged to inform you of your clients' options relating to the review of their complaint. In line with the General Insurance Code of Practice, your clients are entitled to refer their concerns to the Financial Ombudsman Service (**FOS**) if their complaint has not been resolved within 45 days. FOS will then advise your clients whether the complaint or dispute is one which falls within their Terms of Reference.

Your clients can contact FOS by post at GPO Box 3, Melbourne, Victoria 3001 or by telephone on 1300 780 808 (local call costs for consumers outside the Melbourne metropolitan area). Further information can also be obtained from their website at www.fos.org.au.

We give the above notification in case there is any argument that your clients' claims have not been dealt with within 45 days. We note that in most if not all cases the claims have been dealt with within 45 days of having received your clients' submissions. We also note that our client held off on determining those claims until it had received your clients' detailed submissions. Our client took this approach to give your clients an opportunity to provide detailed submissions in support of their claims.

Given that additional customers of our client may contact you in the future, the above advice is also provided for future complaints which may be referred to our client by your organisation.

Timeframe for response

As discussed above, our client is obliged to provide a final decision within 45 days of receiving a complaint; otherwise the matter can be referred to FOS for consideration in line with their Terms of Reference.

In most circumstances this means that the 45 day time limit commences before our client has even received your clients' detailed submissions consequently limiting our client's time to properly consider and investigate the issues raised by your clients' in their submissions.

We would be grateful if you could please confirm in writing that you are happy to proceed on the basis that our client will be allowed 15 business days from receiving your clients' detailed submissions (in accordance with section 6.6 of the Code of Practice) to provide its response.

If you are happy with this approach, please confirm that this procedure will apply for all present and future clients of Caxton Legal Centre relating to claims made on our client RACQ Insurance Limited relating to the recent Queensland floods (subject, of course, to any situations where you receive instructions to the contrary and inform us of that fact in writing).

Yours faithfully

COOPER GRACE WARD

[Redacted signature block]

Associate

T
F
E
[Redacted signature block]

[Redacted signature block]

Partner

ECA210094914 3911652v1

CCLS

NAME	ADDRESS	POLICY NUMBER	CLAIM NUMBER	DATE OF LOSS
				30/12/2010
				11/01/2011

ILS

Name	Address	Policy Number	Claim Number	Date of Loss
				11/01/2011
				11/01/2011
				12/01/2011

Exhibit 6

7 June 2011

[REDACTED]
Manager, Internal Dispute Resolution
Customer Disputes Resolution Department
RACQ Insurance
PO Box 3004
LOGAN CITY QLD 4114

Facsimile No: [REDACTED]

Email: [REDACTED]

Dear Paul,

[REDACTED] Crescent, Goodna, Qld, 4300

Policy number: [REDACTED]

Claim number: [REDACTED]

Caxton Legal Centre Inc. acts for the above named for the purpose of preparing a submission to support a review of your company's decision to refuse our clients' insurance claim arising from events in January 2011.

Please see **attached** authority to act on behalf of the client. Please ensure that all further correspondence on the reconsideration of the refusal is directed to the writer.

We understand that you have informed our client that her claim is refused. Our client formally requests that this decision be reviewed. We anticipate being in a position to forward further information and/or reasons to support this request shortly. Please do not finalise the review without giving our client the benefit of being able to provide these written submissions.

In the meantime, please provide us with copies of our client's insurance policy and the Product Disclosure Statement that was in effect in January 2011. Please also provide us with any evidence, hydrology reports and client information that you have used to determine this claim. In particular, we would appreciate a transcript of our client's proposal for insurance and record of this claim (if you have one) and a transcript of any discussion with our client or agent upon which you rely to support the decision you have made.

Please contact [REDACTED] on [REDACTED] or email [REDACTED] if you have any further questions.

Yours faithfully

[REDACTED]
Caxton Legal Centre Inc.

Our Ref: MAF(flood):1188974
Date: Wednesday, 6 April 2011

Contact:
Telephone:
Facsimile:
E-mail:

The Manager
Internal Dispute Resolution
Customer Disputes Resolution Department
RACQ Insurance
PO Box 3004
LOGAN CITY QLD 4114
Email: racqidisputeresolution@racqi.com.au

Dear Colleague

The Civil Justice (consumer protection) unit at Legal Aid Queensland acts for the abovenamed for the purpose of preparing a submission to support a review of your company's decision to refuse our clients insurance claim arising from events in December 2010 and/or January 2011.

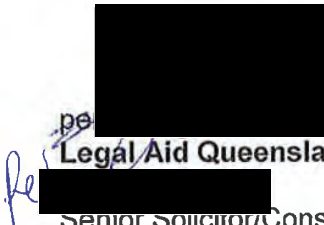
Please ensure that all further correspondence on the reconsideration of the refusal is directed to our unit.

Our client formally now requests that the decision to refuse insurance be reviewed. We anticipate being in a position to forward further information and/or reasons to support this request within the next three weeks.

In the meantime, would you be so kind as to provide copies of any evidence, hydrology and client information that you have used to determine this claim.

In particular, we would appreciate a transcript of our client's proposal for insurance and record of this claim (if you have one) and a transcript of any discussion with our client or agent upon which you rely to support the decision you have made.

Yours sincerely,


Legal Aid Queensland

Senior Solicitor/Consumer Advocate
Civil Justice Services (consumer protection)

Exhibit 7



COOPER GRACE WARD
LAWYERS

Our Ref: MJM:RXR 10094914
Your Ref: MAF(flood): 1195306

14 April 2011

Civil Justices (Consumer Protection) Unit
Legal Aid Queensland
GPO Box 2449
Brisbane QLD 4001

Also by email: [REDACTED]

Level 21, 400 George Street
Brisbane 4000 Australia

GPO Box 834, Brisbane 4001

T 61 7 3231 2444

F 61 7 3221 4356

www.cgw.com.au

ABN 95 591 906 639

Dear Colleagues

RACQ Insurance - flood claim review

Your client: [REDACTED]

We refer to your letter dated 13 April 2011.

We note that you act for Mr and Mrs Mitchell. As your client has engaged solicitors, RACQ Insurance has engaged us to act on its behalf in this matter. Please direct any further communications in this matter to us.

We are seeking instructions on the further information you have requested, and will revert to you shortly.

As you would be aware, our client is obliged to determine any application for review within 45 days of your client's complaint. We therefore ask that any submissions or material in support of the application that your client wishes to be considered be provided as soon as possible.

Yours faithfully

COOPER GRACE WARD

Associate

T
F
E

Rocco Russo
Partner

ECA210094914 3797067v1





COOPER GRACE WARD
LAWYERS

Our Ref: MJM:RXR 10094914
Your Ref: MAF(flood): 1195306

18 April 2011

Civil Justices (Consumer Protection) Unit
Legal Aid Queensland
GPO Box 2449
Brisbane QLD 4001

Email: [REDACTED]

Level 21, 400 George Street
Brisbane 4000 Australia

GPO Box 834, Brisbane 4001

T 61 7 3231 2444

F 61 7 3221 4356

www.cgw.com.au

ABN 95 591 906 639

Dear Colleagues

RACQ Insurance - flood claim review

Your client: [REDACTED]

We refer to our letter dated 14 April 2011.

We **enclose** the following further information relating to your client's claim:

1. a copy of your client's certificate of insurance and relevant PDS documentation;
2. a copy of the loss adjustor's report obtained by our client in relation to your client's property; and
3. a copy of our client's information sheet setting out the conclusions our client has reached in relation to the cause of flooding in your client's area.

The above information sets out the basis of our client's decision.

Your request for information is very broad and requests information that may be subject to legal professional privilege. Our client does not propose to provide information that is subject to legal professional privilege.

Further, our client does not propose to provide a copy of its hydrology report because the report contains private information in relation to many other people whose privacy our client is required to protect and because the report is subject to legal professional privilege.

As you would be aware, our client is obliged to determine any application for review within 45 days of your client's complaint. Accordingly, we ask that you send us any submissions or material in support of the application that your client wishes to be considered as soon as possible.

Yours faithfully
COOPER GRACE WARD

[REDACTED]
Associate

T
F
E

[REDACTED]
Rocco Russo
Partner

ECA210094914 3802800v1





COOPER GRACE WARD

LAWYERS

Our Ref: MJM:RXR 10094914

11 July 2011

Caxton Legal Centre
1 Manning Street
South Brisbane QLD 4101

Email: [REDACTED]

Level 21, 400 George Street
Brisbane 4000 Australia

GPO Box 834, Brisbane 4001

T 61 7 3231 2444

F 61 7 3221 4356

www.cgw.com.au

ABN 95 591 906 639

Dear Colleagues

RACQ Insurance - flood claim review

Your client: [REDACTED]

We refer to your letter dated 1 July 2011.

We note that you act for [REDACTED]. As your client has engaged solicitors, RACQ Insurance has engaged us to act on its behalf in this matter. Please direct any further communications in this matter to us.

We **enclose** the following further information relating to your client's claim:

1. a copy of your client's certificate of insurance and relevant PDS documentation;
2. a copy of the loss adjustor's report obtained by our client in relation to your client's property; and
3. a copy of our client's information sheet setting out the conclusions our client has reached in relation to the cause of flooding in your client's area.

The above information sets out the basis of our client's decision.

Your request for information is very broad and requests information that may be subject to legal professional privilege. Our client does not propose to provide information that is subject to legal professional privilege.

Further, our client does not propose to provide a copy of its hydrology report because the report contains private information in relation to many other people whose privacy our client is required to protect and because the report is subject to legal professional privilege.

In relation to your request for transcripts, our client does not propose to respond to generic requests. If your client is making a specific allegation that makes a transcript relevant, please let us know (and provide details of the alleged conversation, including when the call was made and what is alleged to have been said) and we will seek instructions.

As you would be aware, our client is obliged to determine any application for review within 45 days of your client's complaint. We therefore ask that any submissions or material in support of the application that your client wishes to be considered be provided as soon as possible.

Yours faithfully

COOPER GRACE WARD

[Redacted signature]

Associate

T

F

E

[Redacted contact information]

[Redacted signature]

Rocco Russo
Partner

ECA210094914 3951607v1



COOPER GRACE WARD

LAWYERS

Our Ref: MJM:RXR 10094914

10 June 2011

[REDACTED]
Caxton Legal Centre
1 Manning Street
South Brisbane QLD 4101

Email: [REDACTED]

Level 21, 400 George Street
Brisbane 4000 Australia

GPO Box 834, Brisbane 4001

T 61 7 3231 2444

F 61 7 3221 4356

www.cgw.com.au

ABN 95 591 906 639

Dear Colleagues

RACQ Insurance - flood claim review

Your client: [REDACTED]

We refer to your letter dated 7 June 2011.

We note that you act for [REDACTED]. As your client has engaged solicitors, RACQ Insurance has engaged us to act on its behalf in this matter. Please direct any further communications in this matter to us.

We **enclose** the following further information relating to your client's claim:

1. a copy of your client's certificate of insurance and relevant PDS documentation;
2. a copy of the loss adjustor's report obtained by our client in relation to your client's property; and
3. a copy of our client's information sheet setting out the conclusions our client has reached in relation to the cause of flooding in your client's area.

The above information sets out the basis of our client's decision.

Your request for information is very broad and requests information that may be subject to legal professional privilege. Our client does not propose to provide information that is subject to legal professional privilege.

Further, our client does not propose to provide a copy of its hydrology report because the report contains private information in relation to many other people whose privacy our client is required to protect and because the report is subject to legal professional privilege.

As you would be aware, our client is obliged to determine any application for review within 45 days of your client's complaint. We therefore ask that any submissions or material in support of the application that your client wishes to be considered be provided as soon as possible.

Yours faithfully

COOPER GRACE WARD

Associate

T
F
E

[REDACTED]
Rocco Russo
Partner

ECA210094914 3888656v1



Exhibit 8



Complaint Recording System summary June - July 2011

Prepared by the Customer Dispute Resolution Department

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Complaints Recording System (CRS) synopsis – June-July 2011

Motor product complaint review – June-July 2011

A total of 103 Motor related complaints were recorded in the June-July 2011 period (48 and 55 respectively). A review of all complaints from August 2010 to July 2011 reveals the top three topics of complaint were claim settlement (27%), customer service (27%) and claim liability (20%). Reviews throughout the previous year, together with a comparison of the June-July 2011 data do not indicate any recurring issues relating to the types of complaints received.

House product complaint review – June-July 2011

A total of 166 Household related complaints were recorded in the June-July 2011 period (108 and 58 respectively). June 2011 saw a fall from the previous month, and July 2011 continued this trend. This notable decrease is clearly influenced by a corresponding fall in CAT 115-116 complaints lodged in these periods. This is discussed in further detail below.

A review of all complaints from August 2010 to July 2011 reveals the top two topics of complaint are claim decline (68%) and customer service (14%). The continued dominance of claim decline complaints continues to be driven largely from complaints in relation to CAT115 and CAT116 claims.

CAT commentary

CAT115-116 complaint volumes peaked in May 2011. June 2011 and July 2011 have seen a tapering off of these complaints:

CAT 115-117 Complaints

Jan-11	Feb	Mar	Apr	May	Jun	Jul
1	11	40	88	86	76	21

There is a likelihood that CAT 115-116 complaint volumes may again take an upward trend in August and September 2011 for the following reasons:

- * As a result of the reassessment of 247 Ipswich claims, it is likely that some customers whose claims were not reassessed will seek the opportunity to challenge the decision to decline their claim; and;
- * A decision to release Water Technology's hydrology reports to customers who have previously lodged a complaint or who have requested a copy of Water Technology's hydrology report after 18 August 2011 may see some customers seeking to challenge information contained within these reports.

MOTOR VEHICLE complaints 2010-2011

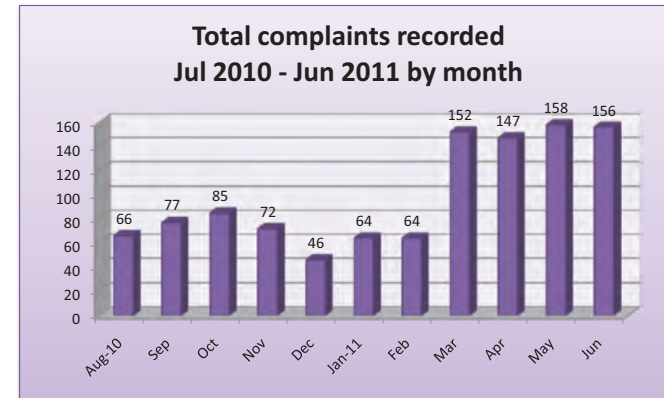
Complaint code	Topic of complaint	Aug	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	TOTAL	% of total
MA	PAV dispute	3	5	5	2	2	6	2	2	2	4	5	1	39	11%
MB	Quality/timeliness of repairs	6	7	5	5	1	1	5	5	1	5	6	5	52	15%
MC	Assessment/assessment process	1	1	5	0	1	1	1	2	0	0	3	3	18	5%
MD	Extent/method of repairs allowed	2	6	0	3	3	1	1	4	1	2	3	0	26	7%
ME	Treatment by a staff member	1	1	0	2	0	1	2	0	2	0	0	2	11	3%
MF	Liability dispute (Insured or third party)	11	12	12	8	4	5	3	8	9	11	9	11	103	30%
MG	Recovery process (third party)	1	0	0	4	1	1	0	0	0	0	0	0	7	2%
MH	Cost of repairs (third party)	1	3	0	1	2	0	0	0	0	1	0	0	8	2%
MI	Claim declined	1	11	3	4	1	4	1	5	7	7	7	2	53	15%
MJ	Claim partially declined	0	2	2	1	1	2	0	0	1	0	0	0	9	3%
MK	Method of settlement	4	2	2	3	1	1	2	4	3	1	1	2	26	7%
ML	Claims process	6	5	11	6	5	3	2	4	3	4	5	8	62	18%
MM	Hire vehicle issue	1	2	5	2	1	3	0	1	3	0	1	5	24	7%
MN	Insufficient/incorrect information provided (claims)	0	0	0	1	0	1	0	0	0	1	2	3	8	2%
MO	Contribution required by Insured	0	0	1	0	1	0	0	0	0	1	1	2	6	2%
MP	Application of XS (excluding liability disputes)	1	1	1	0	2	0	1	4	2	1	1	0	14	4%
MQ	Third Party - Repairs or authority to repair	1	0	0	1	2	2	4	0	0	0	3	4	17	5%
MR	PBTM deduction - total loss	0	1	0	0	0	1	0	0	0	0	0	2	4	1%
MS	Privacy	0	0	0	0	1	0	0	2	0	0	1	0	4	1%
M1	Underwriting guidelines	1	0	1	0	0	1	0	2	0	0	0	2	7	2%
M2	Criticism of policy coverage	0	0	0	0	1	0	0	0	0	0	0	0	1	0%
M3	Pricing/payment issues	2	2	0	4	0	2	0	0	0	0	0	0	10	3%
M4	Error /incorrect information given (Sales/Product)	2	0	1	1	3	1	0	1	0	0	0	2	11	3%

HOUSEHOLD complaints 2010-2011

Complaint code	Topic of complaint	Aug	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	TOTAL	% of total
HA	Quality/timeliness of repairs	0	0	3	3	0	0	2	10	1	0	1	0	20	3%
HB	Assessment/assessment process	2	1	3	3	0	0	0	2	4	4	2	8	29	4%
HC	Extent/method of repairs allowed	0	2	0	0	1	1	1	3	1	1	0	0	10	1%
HD	Claim declined	8	10	14	8	5	16	12	60	85	85	97	48	448	66%
HE	Claim partially declined	3	0	2	3	1	1	4	0	0	1	0	0	15	2%
HF	Policy limitation applied	0	0	2	1	0	0	3	2	4	4	0	0	16	2%
HG	Contribution required by Insured	3	0	1	0	0	0	0	0	0	0	1	0	5	1%
HH	Method of settlement	1	1	0	1	2	1	1	2	1	3	0	1	14	2%
HI	Treatment by a staff member	0	0	1	0	0	1	0	0	0	1	0	0	3	0%
HJ	Claims process	0	0	0	0	0	2	0	3	3	6	1	0	15	2%
HK	Insufficient/incorrect information provided (claims)	1	1	2	0	1	0	0	3	1	0	0	0	9	1%
HL	Timeliness of claim handling	0	0	0	2	1	0	10	17	10	15	5	0	60	9%
HM	Recovery process (third party)	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
HN	Application of XS (excluding liability disputes)	0	0	0	0	0	0	0	0	0	0	1	1	2	0%
HO	Privacy	0	0	0	0	1	0	0	0	0	0	0	0	1	0%
H1	Underwriting guidelines	0	1	1	0	1	1	7	1	0	0	0	0	12	2%
H2	Criticism of policy coverage	0	0	0	0	0	1	0	0	0	0	0	0	1	0%
H3	Pricing/payment issues	3	0	2	1	3	0	0	1	0	0	0	0	10	1%
H4	Error /incorrect information given (Sales/Product)	1	0	0	0	0	2	0	2	3	0	0	0	8	1%

COMPLAINTS OVERVIEW

Total Complaints recorded by Month													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
Total Complaints	66	77	85	72	46	64	64	152	147	158	156	113	1087



All complaints by Product Type													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
Household	21	16	31	22	13	26	40	107	113	120	108	58	675
Motor vehicle	45	60	53	49	31	37	24	45	32	34	46	54	510
Unique Vehicle	0	0	0	0	1	0	0	0	0	0	0	0	1
Caravan	0	0	0	0	1	0	0	0	2	3	1	1	8
Boat	0	0	1	1	0	1	0	0	0	1	1	0	5
Body Corporate	0	1	0	0	0	0	0	0	0	0	0	0	1
TOTAL	66	77	85	72	46	64	64	152	147	158	156	113	1200

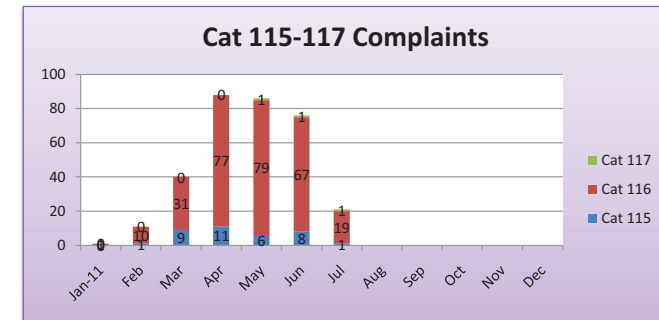


Cat 115
Cat 116
Cat 117

TOTAL

CAT 115-117 Complaints

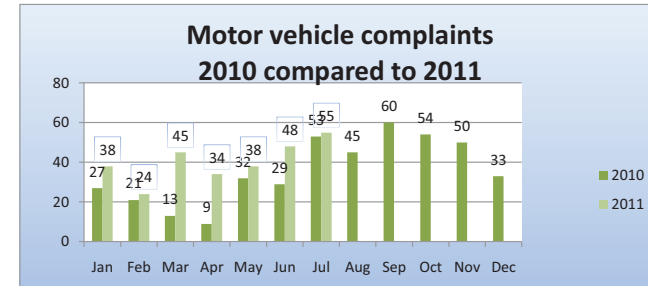
	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Cat 115	0	1	9	11	6	8	1						36	11%
Cat 116	1	10	31	77	79	67	19						284	88%
Cat 117	0	0	0	0	1	1	1						3	1%
TOTAL	1	11	40	88	86	76	21						323	



MOTOR VEHICLE INSURANCE ANALYSIS

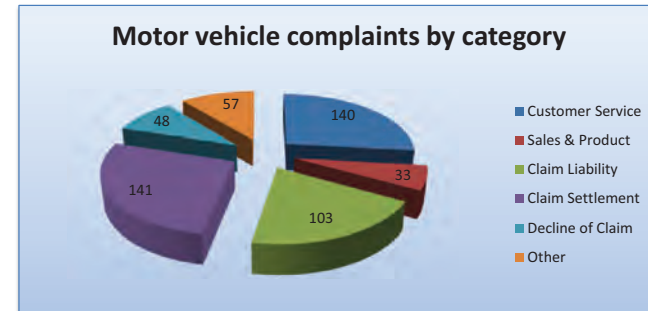
Motor vehicle complaints 2010 compared to 2011

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	27	21	13	9	32	29	53	45	60	54	50	33
2011	38	24	45	34	38	48	55					



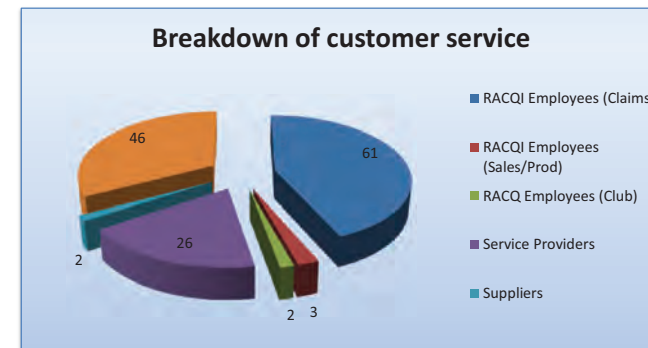
Breakdown of Motor vehicle complaints by category

	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total	
Customer Service	16	16	16	15	6	7	7	7	8	6	11	25	140	27%
Sales & Product	4	5	3	8	1	4	0	3	2	1	0	2	33	6%
Claim Liability	12	12	10	10	5	5	3	8	7	11	9	11	103	20%
Claim Settlement	8	15	20	7	13	15	10	13	6	10	13	11	141	27%
Decline of Claim	1	8	1	3	3	4	1	3	9	6	7	2	48	9%
Other	3	4	4	6	5	3	3	11	2	4	8	4	57	11%
TOTAL	44	60	54	49	33	38	24	45	34	38	48	55	522	

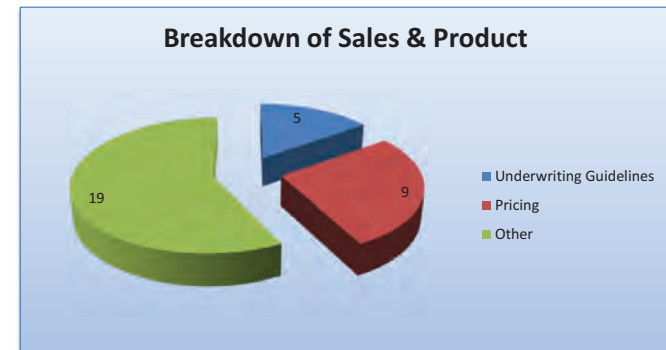


Breakdown of Customer Service category

	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total	
RACQ! Employees (Claims)	2	2	8	7	3	4	4	2	2	4	8	15	61	44%
RACQ! Employees (Sales/Prod)	0	1	0	1	0	0	0	0	1	0	0	0	3	2%
RACQ Employees (Club)	0	0	1	0	0	0	0	1	0	0	0	0	2	1%
Service Providers	6	7	4	1	0	0	1	1	1	2	1	2	26	19%
Suppliers	0	1	0	1	0	0	0	0	0	0	0	0	2	1%
Processes	8	5	3	5	3	3	2	3	4	0	2	8	46	33%
TOTAL	16	16	16	15	6	7	7	7	8	6	11	25	140	



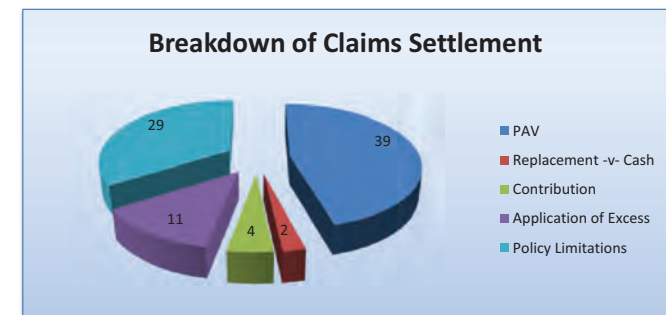
Breakdown of Sales & Product category													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
Underwriting Guidelines	1	0	0	0	0	1	0	1	0	1	0	1	5
Pricing	2	2	0	4	0	1	0	0	0	0	0	0	9
Other	1	3	3	4	1	2	0	2	2	0	0	1	19
TOTAL	4	5	3	8	1	4	0	3	2	1	0	2	33



Breakdown of Claim liability category													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
Insured	9	10	7	5	2	4	1	5	4	9	7	8	71
Third Party	3	2	3	5	3	1	2	3	3	2	2	3	32
TOTAL	12	12	10	10	5	5	3	8	7	11	9	11	103

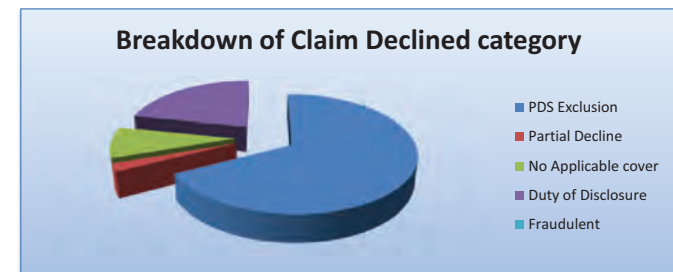


Breakdown of Claim Settlement category													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
PAV	3	5	4	2	1	5	2	3	2	4	5	3	39
Replacement -v- Cash	1	1	0	0	0	0	0	0	0	0	0	0	2
Contribution	2	0	0	0	1	1	0	0	0	0	0	0	4
Application of Excess	0	1	2	0	4	0	0	1	1	2	0	0	11
Policy Limitations	2	4	4	1	3	3	2	5	0	2	1	2	29
Other	0	0	10	4	4	6	6	4	3	2	7	6	52
TOTAL	8	11	20	7	13	15	10	13	6	10	13	11	137



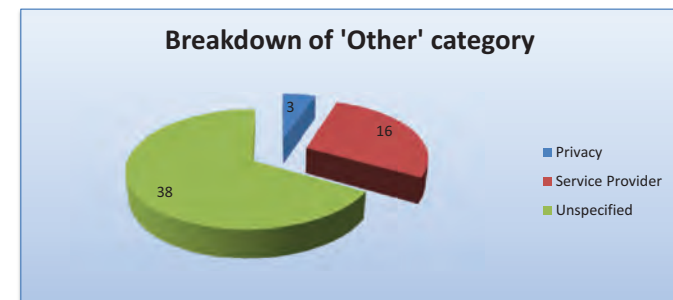
Breakdown of Decline of Claim category													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
PDS Exclusion	1	5	0	3	2	2	0	1	5	4	6	2	31
Partial Decline	0	0	1	0	0	0	0	0	0	0	0	0	1
No Applicable cover	0	1	0	0	1	0	0	0	1	1	0	0	4
Duty of Disclosure	0	2	0	0	0	1	0	2	3	1	1	0	10
Fraudulent	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1	0	1	3	3	3	0	3	9	6	7	2	46

PDS Exclusion	67%
Partial Decline	2%
No Applicable cover	9%
Duty of Disclosure	22%
Fraudulent	0%
TOTAL	



Breakdown of Other category													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
Privacy	0	0	0	1	0	0	0	2	0	0	0	0	3
Service Provider	0	0	0	2	0	1	2	4	0	1	6	0	16
Unspecified	3	4	4	3	5	2	1	5	2	3	2	4	38
TOTAL	3	4	4	6	5	3	3	11	2	4	8	4	57

Privacy	5%
Service Provider	28%
Unspecified	67%
TOTAL	



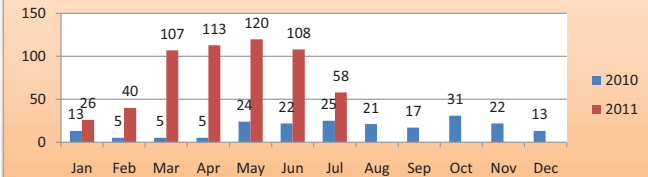
HOUSEHOLD INSURANCE ANALYSIS

2010
2011

Household complaints 2010 compared to 2011

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
13	5	5	5	24	22	25	21	17	31	22	13
26	40	107	113	120	108	58					

Household complaints
2010 compared to 2011



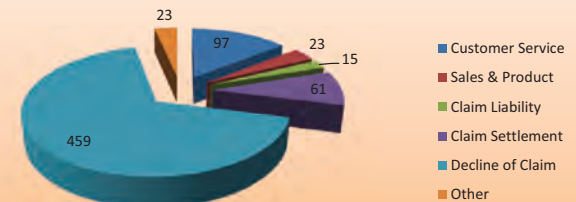
Breakdown of Household complaints by category

Customer Service
Sales & Product
Claim Liability
Claim Settlement
Decline of Claim
Other

TOTAL

Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total	
5	0	7	7	3	1	10	21	16	14	5	8	97	14%
2	1	3	1	1	3	6	3	0	1	2	0	23	3%
0	0	3	0	0	0	1	5	3	1	2	0	15	2%
5	3	2	4	3	5	6	8	10	9	2	4	61	9%
12	11	15	10	5	17	15	62	81	90	95	46	459	68%
0	1	1	0	1	0	2	8	3	5	2	0	23	3%
24	16	31	22	13	26	40	107	113	120	108	58	678	

Household complaints by category



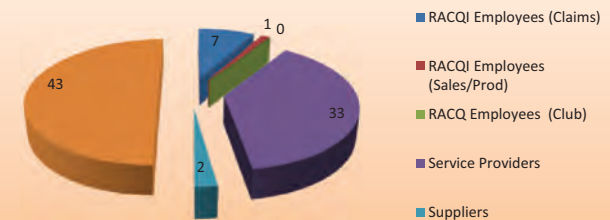
Breakdown of Customer Service category

RACQ! Employees (Claims)
RACQ! Employees (Sales/Prod)
RACQ! Employees (Club)
Service Providers
Suppliers
Processes

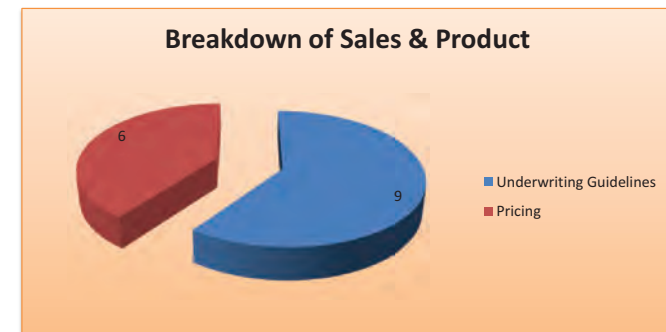
TOTAL

Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total	
0	0	2	2	0	0	0	1	1	1	0	0	7	8%
1	0	0	0	0	0	0	0	0	0	0	0	1	1%
0	0	0	0	0	0	0	0	0	0	0	0	0	0%
2	0	5	4	1	0	0	3	4	3	3	8	33	38%
0	0	0	0	1	0	0	0	0	1	0	0	2	2%
0	0	0	1	1	1	10	8	11	9	2	0	43	50%
3	0	7	7	3	1	10	12	16	14	5	8	86	

Breakdown of Customer Service



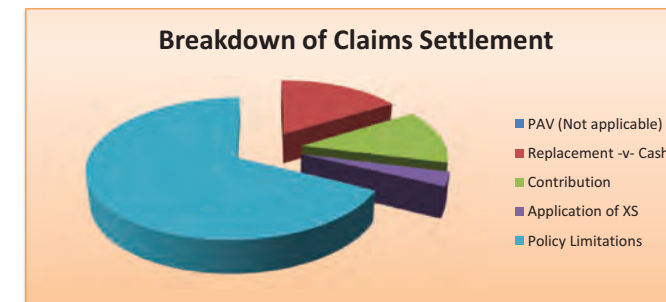
Breakdown of Sales & Product category													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
Underwriting Guidelines	0	1	1	0	1	1	4	1	0	0	0	0	9
Pricing	2	0	2	1	0	0	0	1	0	0	0	0	6
Other	0	0	0	0	0	2	2	1	0	1	2	0	8
TOTAL	2	1	3	1	1	3	6	3	0	1	2	0	23



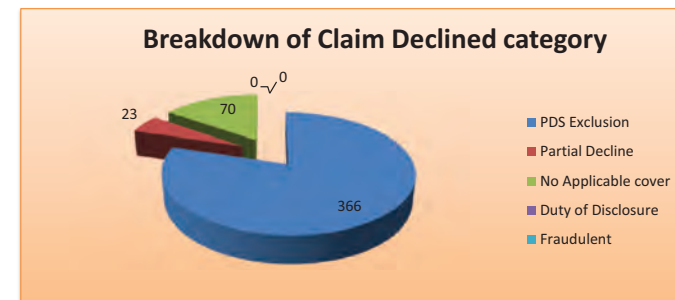
Breakdown of Claim liability category													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
Insured	0	0	3	0	0	0	0	5	3	1	2	0	14
Third Party	0	0	0	0	0	0	1	0	0	0	0	0	1
TOTAL	0	0	3	0	0	0	1	5	3	1	2	0	15



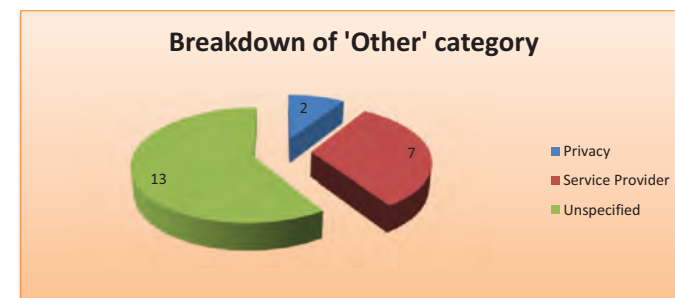
Breakdown of Claim Settlement category													
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total
PAV (Not applicable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement -v- Cash	1	0	0	0	1	0	1	0	1	1	0	0	5
Contribution	3	1	0	0	0	0	0	0	0	0	0	0	4
Application of XS	0	0	0	0	0	0	0	0	0	0	0	1	1
Policy Limitations	1	1	2	2	0	1	1	1	5	4	0	3	21
Other	0	1	0	2	2	4	4	7	4	4	2	0	30
TOTAL	5	3	2	4	3	5	6	8	10	9	2	4	61



Breakdown of Claim Declined category														
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total	
PDS Exclusion	9	10	14	8	5	14	13	51	69	76	64	33	366	80%
Partial Decline	3	1	1	1	0	2	2	2	3	0	3	5	23	5%
No Applicable cover	0	0	0	1	0	1	0	9	9	14	28	8	70	15%
Duty of Disclosure	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
Fraudulent	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
TOTAL	12	11	15	10	5	17	15	62	81	90	95	46	459	



Breakdown of Other category														
	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	Total	
Privacy	0	0	0	0	1	0	0	0	0	1	0	0	2	9%
Service Provider	0	0	1	0	0	0	1	3	1	0	1	0	7	32%
Unspecified	0	1	0	0	0	0	1	4	2	4	1	0	13	59%
TOTAL	0	1	1	0	1	0	2	7	3	5	2	0	22	



SERVICE PROVIDER ANALYSIS

MOTOR VEHICLE INSURANCE

Service Provider	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	TOTAL
AAMC	1	0	0	0	0	0	0	0	0	0	0	0	1
Airport Smash Repairs	0	0	0	0	0	0	0	0	0	1	0	0	1
Caloundra Bodyworks	0	1	0	0	0	0	0	0	0	0	0	0	1
City Crash Repairs	0	0	0	1	0	0	0	0	0	0	0	0	1
Crawford Crash - Wacol	1	0	0	0	0	0	0	0	0	0	0	0	1
Eresa Auto Repair	0	0	0	1	0	0	0	0	0	0	0	0	1
Favero Motors	0	0	1	0	0	0	0	0	0	0	0	0	1
Gabba Smash Repairs	1	0	0	0	0	0	0	0	0	0	0	0	1
Gemini Accident Repair Centre	0	1	1	0	0	0	1	0	0	0	0	1	4
Hansens Tyre & Mechanical	0	0	1	0	0	0	0	0	0	0	0	0	1
Highland Smash Repairs	0	0	0	0	0	0	0	0	0	0	1	0	1
Jock & Jeff Panel Repairs	0	0	0	0	0	0	0	0	1	0	0	0	1
Jonkers Smash Repairs	1	0	0	0	0	0	0	0	0	0	0	0	1
Kassulke Smash	0	0	0	0	0	0	0	0	0	0	0	1	1
McAully Smash Repairs	0	1	0	0	0	0	0	0	0	0	0	0	1
Miami Smash Repairs	0	1	0	0	0	0	0	0	0	0	0	0	1
Mike's Panel & Paint	0	0	1	0	0	0	0	0	0	0	0	0	1
Mt Gravatt Smash Repairs	1	0	0	0	0	0	0	0	0	1	1	0	3
Northstar Auto	0	0	0	0	0	0	0	0	0	0	1	0	1
P & M Motors	0	0	0	0	0	1	1	0	0	0	1	0	3
Pacific Ford - Maroochydore	0	1	0	0	0	0	0	0	0	0	0	0	1
Pialba Smash Repairs	0	0	0	0	0	0	1	0	0	0	0	0	1
Pickering Smash Repairs	1	1	0	0	0	0	0	0	0	0	0	1	3
RACQ Autoglass	0	0	0	1	0	0	1	0	0	0	0	0	2
Shipstone Smash Repairs	0	0	0	1	0	0	0	0	0	0	0	0	1
Smashcare Strathpine	1	0	0	0	0	0	0	0	0	0	0	0	1
South City Mazda	0	0	0	0	0	0	0	1	0	0	0	0	1
Sunshine Coast Collision	0	0	0	0	0	0	0	0	0	0	1	0	1
Toowong Smash Repairs	0	0	0	0	0	0	1	0	0	0	0	0	1
Torque Ford	0	0	0	0	0	0	0	0	0	0	1	0	1
Windscreen Magic - Mackay	0	0	0	0	0	0	0	1	0	0	0	0	1
Woodriff Smash Repairs	0	0	0	0	0	0	0	1	0	0	0	0	1
													42

HOUSEHOLD INSURANCE

Service Provider	Aug-10	Sep	Oct	Nov	Dec	Jan-11	Feb	Mar	Apr	May	Jun	Jul	TOTAL
CP Cowie	0	0	0	0	0	0	0	0	0	0	1	0	1
CW Little Builders	0	0	0	0	0	0	0	1	1	0	0	0	2
Command Building Services	0	0	0	1	0	0	0	1	0	0	0	0	2
Gekko Glass	0	0	0	0	0	0	0	1	0	0	0	0	1
Junevaire	0	0	1	0	0	0	0	0	0	0	0	0	1
Ken Ince - Builder	0	0	0	0	0	0	0	0	0	0	0	2	2
Roy Hoskins - Engineer	0	0	0	0	0	0	0	0	0	0	1	0	1
Smooth Operating Door Service	0	0	1	0	0	0	0	0	0	0	0	0	1
Stream BuildAssist	2	0	4	2	2	0	1	0	3	3	3	8	28
													39

Exhibit 9

Get the facts from RACQ insurance

Get the facts 14/4/2011 @ 13:49:58

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Answer: To date we have received 6,210 claims from the weather events in December-January and 5,064 from Cyclone Yasi in February. Approximately 87% of these claims are Household claims and the remaining 13% are Motor and Pleasurecraft claims.

Question: What is the total percentage of the Household weather event claims, including flood and cyclone that you expect to pay out?

Answer: From the information we know at this point we estimate that up to 85% of the Household claims we have received will be approved.

The majority of Household claims (i.e. approximately 7,500 claims) are normal "storm" claims. About 23% of the Household claims we have received (i.e. approximately 2,300 claims) involve water inundation of the property.

Question: How many of these claims have been processed so far and when do you expect to complete them all?

Answer: So far we have been able to make a decision on 94% of the household claims we have received.

The remaining 6% are more complex in terms of determining the cause of water inundation. We are working hard to reach a decision on these claims and to advise individual claimants of the outcome as soon as practically possible.

The rebuilding process has begun however given the volume and geographical spread of claims this task will take many months.

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Question: Why are hydrological investigations necessary and why do they take so long?

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Question: Why can't you just give policyholders the benefit of the doubt and classify it all as flash flood or stormwater runoff?

Answer: All insurance companies take out their own insurance to cover large scale catastrophes such as these. This is called reinsurance and it is necessary to ensure the insurance company has the capacity to pay when very large numbers of claims arise from one event. Reinsurers charge a premium based on the coverage offered by the insurer to the customer. RACQ Insurance can only claim from reinsurers on the same basis as the customer's cover.

We are unable to make payouts without the ability to recover from our reinsurers as this would place a huge financial burden on the company flowing through to substantially higher premiums for all policyholders.

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Following completion of all of the necessary engineering and building scoping requirements an offer to settle the claim, in line with the terms of their policy, was made to the family on March 31 and to date we await their response.

Question: How much have you paid out from your compassionate fund?

Answer: RACQ Insurance has so far paid out nearly \$6 million from its compassionate fund and expects to pay out substantially more to provide support to our policyholders who have been seriously affected and whose contract of insurance does not cover them for the specific damage.

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Get the facts 19/4/2011 @ 11:27:43

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Get the facts 21/4/2011 @ 10:08:17

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Answer: To date we have received 6,210 claims from the weather events in December-January and 5,064 from Cyclone Yasi in February. Approximately 87% of these claims are Household claims and the remaining 13% are Motor and Pleasurecraft claims.

Question: What is the total percentage of the Household weather event claims, including flood and cyclone that you expect to pay out?

Answer: From the information we know at this point we estimate that up to 85% of the Household claims we have received will be approved.

The majority of Household claims (i.e. approximately 7,500 claims) are normal "storm" claims. About 23% of the Household claims we have received (i.e. approximately 2,300 claims) involve water inundation of the property.

Question: How many of these claims have been processed so far and when do you expect to complete them all?

Answer: So far we have been able to make a decision on 94% of the household claims we have received.

The remaining 6% are more complex in terms of determining the cause of water inundation. We are working hard to reach a decision on these claims and to advise individual claimants of the outcome as soon as practically possible.

The rebuilding process has begun however given the volume and geographical spread of claims this task will take many months.

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Question: Why are hydrological investigations necessary and why do they take so long?

Answer: RACQ Insurance policies include coverage for flash flood and stormwater run off as standard but do not cover other kinds of flood unless the policyholder has obtained the optional extra cover. Where there is any doubt about the type of water inundation involved in a claim it is necessary for RACQ Insurance to conduct a detailed investigation which seeks specific assistance from a hydrologist. Hydrologists are scientists who study the source and movement of water above and below the earth's surface. There is a limited number of them available in Australia and with the huge demand for their services as a result of the biggest flood disaster in modern Australian history the process of working through the list of claims is lengthy.

Question: Why can't you just give policyholders the benefit of the doubt and classify it all as flash flood or stormwater runoff?

Answer: All insurance companies take out their own insurance to cover large scale catastrophes such as these. This is called reinsurance and it is necessary to ensure the insurance company has the capacity to pay when very large numbers of claims arise from one event. Reinsurers charge a premium based on the coverage offered by the insurer to the customer. RACQ Insurance can only claim from reinsurers on the same basis as the customer's cover.

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Answer: RACQ Insurance has so far paid out nearly \$6 million from its compassionate fund and expects to pay out substantially more to provide support to our policyholders who have been seriously affected and whose contract of insurance does not cover them for the specific damage.

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Get the facts 21/4/2011 @ 10:15:53 (new page combined with “club” Get the facts)

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Get the facts 19/5/2011 @ 13:20:50

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Get the facts 24/5/2011 @ 11:05:26

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Question: How many insurance claims have you received from the December-January weather events and Cyclone Yasi?

Answer: As at 23rd May, 2011 we have received 10,361 claims from the weather events in December-January, including the hailstorms in Brisbane and flooding across Queensland and 5,261 from Cyclone Yasi in February.

Question: Why don't you offer flood cover as standard with your Household insurance policy?

Answer: While insurance companies operate in the same way in general terms, each has its own approach to managing risk. RACQ Insurance understands there is not adequate flood mapping across Queensland to properly assess potential impacts or risk appropriately and, therefore from a risk management perspective, we cannot offer flood as part of our standard cover.

Question: Do you tell people that flood cover is not included?

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Question: Is the \$20 million disaster relief package all the RACQ has done to help Queenslanders recover from the disasters?

Answer: No. RACQ has also provided significant support to Queenslanders throughout the disasters through:

Provision of road conditions reports

Free towing of flood affected vehicles

Deployment of the mobile business centre and emergency teams into cyclone affected areas to provide communications and assist with the clean-up of debris

Free vehicle inspections for damaged or potentially damaged cars

Waiving of excess towing fees for flood impacted vehicles

Waiving of standard waiting times for new members for recovery of flood-affected vehicles.

Question: Why hasn't RACQ devoted the whole \$20m to paying the claims of individual flood and cyclone victims?

Answer: RACQ has provided a total of \$10 million to fund compassionate assistance payments to its insurance policyholders who were severely affected by the natural disasters and did not have flood coverage. Approximately \$7 million of this has already been distributed.

Question: Why are hydrological investigations necessary and why do they take so long?

Answer: RACQ Insurance policies include coverage for flash flood and stormwater run off as standard but do not cover other kinds of flood unless the policyholder has obtained the optional extra cover. Where there is any doubt about the type of water inundation involved in a claim it is necessary to thoroughly investigate and assess the claim before a final decision can be made.

Detailed investigation is undertaken with the assistance of a hydrologist. Hydrologists are scientists who study the source and movement of water above and below the earth's surface. There is a limited number of hydrologists available in Australia and a huge demand for their services following the biggest flood disaster in modern Australian history.

The investigations have taken longer than expected due to the widespread impact, volume of claims, the range of causes and the unavailability in some cases of all the necessary information due to such factors as access (due to damage to key infrastructure to flood affected regions) and the considerable burdens placed on state and local authorities due to these unprecedented events.

As a result of all of these issues, timeframes for final claim decisions have been far longer than we would normally accept.

Question: What percentage of residential properties in Australia is subject to flooding?

Answer: According to an Insurance Council of Australia and National Flood Information Database (NFID) report, the vast majority of Australian properties have little or no flood risk. The report indicates that approximately 2.8% of properties have some risk of flooding.

NFID is an address database containing 11.3 million property addresses, overlaid with the known flood risk according to government flood mapping. The report states that presently, not every flood prone area in Australia is covered by the NFID.

<http://www.insurancecouncil.com.au/Portals/24/For%20Consumers/Risk%20&%20Disaster/Insurance%20Council%20-%20Consumer%20Tips%20Flood%20Insurance.pdf> Read the full report.

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Question: What about car insurance?

Answer: Motor comprehensive insurance covers customers against loss or damage (including flood damage) to their vehicle and tools and accessories attached to it at the time of the event.

Get the facts 27/6/2011 @ 16:23:12

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Get the facts on RACQ foundation

Get the facts 21/04/2011 @ 21:37:21

The state's peak motoring organisation has called for applications for funding from its \$8 million RACQ Foundation, established in response to Queensland's summer of destruction from natural disasters.

Question: What is the RACQ Foundation?

Answer: The RACQ Foundation was announced by RACQ on 25 January 2011 immediately after the floods and before Cyclone Yasi. It was part of a \$20 million disaster relief package announced by RACQ which included \$10m to fund compassionate assistance payments to RACQ Insurance policyholders severely affected by the floods and who don't have flood coverage; \$2 million to the Premiers Disaster Relief Appeal; and \$8 million to be distributed to communities through the RACQ Foundation.

This was RACQ's response to the natural disasters that had devastated our State. It was announced well before any other large corporate donations, and three days before the Federal Government announced its disaster funding.

The RACQ Foundation is a charitable trust which has been particularly designed to assist community and charitable organisations re-establish themselves to pre-disaster levels, so that they can continue to assist people in their local communities.

Question: How much funding is available and who is eligible?

Answer: The Foundation has \$8 million to distribute to small and medium-sized community and charitable organisations that offer services or facilities to local communities. Individual grants of up to \$200,000 are available for capital works and social services projects.

Once money has been placed in the RACQ Foundation it cannot be used for any purpose other than the objectives of the Foundation. It is intended that all of the \$8 million will be distributed to fulfil the Foundations' objectives within the next two years.

Question: Is this all the RACQ has done to help Queenslanders recover from the disasters?

Answer: No. The RACQ Foundation is one component of a three-part recovery assistance package that also includes:

\$2 million for the Premier's Disaster Relief Fund

\$10 million to fund compassionate assistance payments for RACQ Insurance policy holders who were severely affected by the natural disasters and who don't have flood coverage.

RACQ has also provided significant support to Queenslanders throughout the disasters by:

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Deployment of the mobile business centre and emergency teams into cyclone affected areas to provide communications and assist with the clean-up of debris

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Waiving of standard waiting times for new members for recovery of flood-affected vehicles.

Question: Why hasn't RACQ devoted the whole \$20m to paying the claims of individual flood and cyclone victims?

Answer: RACQ has provided a total of \$10 million to fund compassionate assistance payments to its insurance policyholders who were severely affected by the natural disasters and who didn't have flood coverage. Approximately \$6 million of this has already been distributed and the balance will be provided over coming weeks.

But we also know that many organisations that provide vital social and community services to people around the state suffered badly too. By assisting them to get back on their feet through funding provided by the RACQ Foundation and our \$2m donation to the Premier's Disaster Relief Fund, we are also helping all Queenslanders whose lives were disrupted and whose communities have suffered damage.

Question: Is this just a PR stunt to take attention away from the fact that RACQ Insurance isn't paying policyholder's claims?

Answer: No on both counts.

The RACQ Board decided to fund this recovery package back in mid-January as the impact of the various weather events became clear. We did it because, as a member organisation whose purpose is to serve its members and the community, it was the right thing to do.

RACQ Insurance has so far paid out \$23 million in claims and this figure will rise.

Question: If it isn't a way of offsetting recent bad publicity, why weren't the details of the fund announced sooner?

Answer: The \$8 million Foundation was announced on 25 January however, it has taken the intervening period to put in place the legal and other governance requirements to ensure it can operate as a charitable organisation.

Question: Does RACQ Insurance's CEO really live in a harbour-side apartment in Sydney?

Answer: No. He is a born and bred Queenslander, and lives in Brisbane.

Question: Why does RACQ Insurance insist on policyholders signing a confidentiality clause when they receive a payout?

Answer: Confidentiality clauses are not standard, but are used occasionally depending on the individual circumstances of the claim.

Question: Why are hydrological investigations necessary and why do they take so long?

Answer: RACQ Insurance policies include coverage for flash flood and stormwater run off as standard but do not cover other kinds of flood unless the policyholder has obtained the optional extra cover. Where there is any doubt about the type of water inundation involved in a claim it is necessary to thoroughly investigate and assess the claim before a final decision can be made.

Detailed investigation is undertaken with the assistance of a hydrologist. Hydrologists are scientists who study the source and movement of water above and below the earth's surface. There is a limited number of hydrologists available in Australia and a huge demand for their services following the biggest flood disaster in modern Australian history.

The investigations have taken longer than expected due to the widespread impact, volume of claims, the range of causes and the unavailability in some cases of all the necessary information due to such factors as access (due to damage to key infrastructure to flood affected regions) and the considerable burdens placed on state and local authorities due to these unprecedented events.

As a result of all of these issues, timeframes for final claim decisions have been far longer than we would normally accept.

Question: What about car insurance?

Answer: Motor comprehensive insurance covers customers against loss or damage (including flood damage) to their vehicle and tools and accessories attached to it at the time of the event.

Question: Why don't you offer flood cover as standard with your house insurance policy?

Answer: While insurance companies operate in the same way in general terms, each has its own approach to managing risk.

RACQ Insurance understand that there is not yet adequate flood mapping across Queensland to properly assess the potential impacts nor rate the risk appropriately and, therefore, from a risk management perspective, we cannot offer flood as part of our standard cover.

Also RACQ Insurance has made flood cover optional for those who require this additional coverage and to keep premiums down for those who don't.

Question: What percentage of residential properties in Australia is subject to flooding?

Answer: According to an Insurance Council of Australia and National Flood Information Database (NFID) report, the vast majority of Australian properties have little or no flood risk.

The report indicates that approximately 2.8% of properties have some risk of flooding.

NFID is an address database containing 11.3 million property addresses, overlayed with the known flood risk according to government flood mapping. The report states that presently, not every flood prone area in Australia is covered by the NFID.

www.insurancecouncil.com.au/Portals/24/For%20Consumers/Risk%20&%20Disaster/Insurance%20Council%20-%20Consumer%20Tips%20Flood%20Insurance.pdfRead the full report.

Get the facts 02/08/2011 @ 10:08:01

The state's peak motoring organisation has called for applications for funding from its \$8 million RACQ Foundation, established in response to Queensland's summer of destruction from natural disasters.

Question: What is the RACQ Foundation?

Answer: The RACQ Foundation was announced in January as part of a \$20 million disaster relief package. The package included \$10m to fund compassionate assistance payments to severely affected RACQ Insurance policyholders who don't have flood coverage; \$2 million to the Premiers Disaster Relief Appeal; and \$8 million to be distributed to communities through the RACQ Foundation.

This was RACQ's response to the natural disasters that had devastated our State. It was announced well before any other large corporate donations or Federal Government disaster funding. The RACQ Foundation is a charitable trust designed to assist community and charitable organisations re-establish themselves to pre-disaster levels.

Question: How much funding is available and who is eligible?

Answer: The Foundation has \$8 million to distribute to small and medium-sized community and charitable organisations that offer services or facilities to local communities. Individual grants of up to \$200,000 are available for capital works and social services projects.

Question: When will applicants be informed that their funding submission was successful?

Answer: Applications for the first round of funding through the RACQ Foundation closed April 30 and donations of more than \$1.7 million to 22 groups were announced on May 25. Applications for the second round close on May 27, with a third round closing on June 24. Further funding rounds will be announced later in the year.

Question: Who received money in the first round of funding?

Answer: Under the RACQ Foundation's first round of grants, several organisations in the state's worst hit regions will receive direct cash assistance. Recipients of this first round funding include:

The Endeavour Foundation at Redbank in south-east Queensland, which will receive \$200,000 towards building Treetops Residential, a supported accommodation facility which will replace the Riverside Residential building which was inundated by floodwaters;

The Kath Dickson Family Centre, a charity for at risk and disadvantaged children and their families in Toowoomba, which will receive \$160,000 to re-establish services, repair playground equipment and replace assets to support community services in flood affected areas;

Brisbane Basketball, which will receive \$200,000 to repair extensive flood damage to their Auchenflower stadium used by more than 4,000 players a week. The funding includes repairs to two courts, toilets, canteen, floor, reception, equipment, security system, disabled lift, new doors, locks, plumbing and the car park;

The Tully and District Times Pony Club, which was damaged during Cyclone Yasi, will receive \$85,000 to replace the damaged clubhouse roof and repair the canteen and toilet facilities, and;

\$100,000 to the RSPCA at Fairfield in Brisbane towards the replacement of vital intensive care units damaged when the animal welfare centre was inundated during the floods.

Another 17 organisations are being informed of the funding support following their applications to the RACQ Foundation and we are currently working through the details of these applications to finalise the distribution process.

Question: Why doesn't RACQ just give the money to the worst-hit region, surely they need it the most?

Answer: As a Queensland-wide organisation representing 1.2 million members and their families, it's important we reflect the nature of RACQ in the spread of donations from the RACQ Foundation.

The first round of \$1.7 million in grants will help community organisations which cannot get funding from anywhere else. These are organisations providing vital support and assistance to their local communities and are often the glue around keeping these suburbs, towns and regions together.

More information, including eligibility criteria and applications packs, is available at www.racq.com/foundation.

Get the facts - RACQ Insurance announces claims re-assessment

Get the facts 02/08/2011 @ 11:30:35

RACQ Insurance announced that, following the release of new hydrological information relating to January's floods, it had reassessed and approved 247 previously declined insurance claims in the Ipswich area.

Question 1: What has RACQ Insurance announced today?

Answer: RACQ Insurance announced that, following the release of new hydrological information relating to January's floods, it had reassessed and approved 247 previously declined insurance claims in the Ipswich area.

Question 2: Why were these customers originally told they weren't covered?

Answer: These claims were previously declined based on the best information available at the time. However, the newly released information shows that they can be accepted under our cover for flash flood and stormwater run-off.

Question 3: What was this new information?

Answer: The new information was data relating to a hydrology model that we had first requested in February from the Ipswich City Council, SEQ Water, and the Brisbane City Council. It has now been released by the Brisbane City Council and provided important information and data on the affected area.

Question 4: Could this be the case for other customers?

Answer: No. Following the release of the hydrological information, RACQ Insurance reassessed all potentially affected claims. There are no further claims to be reassessed.

Question 5: Why was the information released by BCC and not Ipswich City Council?

Answer: That is a question for the Ipswich City Council.

Question 6: Will customers have to pay back any "compassionate" payments?

Answer: Any compassionate payments made by RACQ Insurance to these customers will not need to be returned.

Question 7: Is this a back down following public criticism of your no-payment stance?

Answer: No. This is the right decision based on all the information now available and which we have been asking for since February.

Question 8: How will this affect Premier's Relief Fund payments?

Answer: We will be having discussions with the Premier's Fund. However, it will be up to the Premier's Fund as to how they manage any payments already made to these customers.

Question 9: Should all insurers be changing their decisions in this area?

Answer: Our investigations are tailored for our policies. We cannot speak for other insurers.

Question 10: Which area was it? I am just down the road - why didn't my result change?

Answer: The further information impacted on a number of properties in the part of the Ipswich region which was inundated by the Bremer River. We have advised all customers who were affected.

Question 11: Does everyone who has been reassessed now know their claims have been approved?

Answer: RACQ Insurance has sent the information by express post overnight and is individually calling each affected customer.

Question 12: Why did you say they weren't covered, if you knew you didn't have all the information?

Answer: At the time we made our original claims decisions, we did not know what further information was available and whether the further information would ever actually be released to us.

Question 13: How long did these customers wait before they were declined originally? Why not just wait a bit longer until you had all of the information?

Answer: The times varied. Customers were advised of their claims decisions as soon as possible after we confirmed the circumstances of their inundation with the best information we had available. Delaying the claims decisions was not possible because we did not know how much longer we would need to wait for the further information to be released to us, or whether the information would be released to us at all.

Exhibit 10



RACQ (Official)

RACQ Insurance sets the record straight on recent weather event-related issues in the media www.facebook.com/racqofficial?sk=app_2373072738

4,080 Impressions · 0.54% Feedback

Like · Comment · Share · April 14 at 2:02pm

👍 12 people like this.



Chelsie Lerga Its finally great to see both sides of the story. Not a fan of people using their children to get attention for dodgy sob stories!

April 14 at 3:28pm · Like · 👍 1 person



Peter Newsome It's good to see some transparency in an industry where a lot of companies will just hide behind policy and not openly discuss how this all works.

April 14 at 4:00pm · Unlike · 👍 2 people



Mike Cameron Correct me if i am wrong, but it appears here that RACQ is breaking confidentiality laws regarding this case ??????

April 14 at 5:15pm · Like



RACQ (Official) Michael - no.

April 14 at 6:18pm · Like · 👍 2 people



Stephen Lloyd Hehehe always two sides to every story then :) thank you racq for making my day :)

April 14 at 7:46pm · Like · 👍 1 person



BrizRide.Com No, just no!! lol

April 15 at 9:56am · Like



Goblin Parkinson Confidentiality has been breached ! Chelsie, don't make comments about someone you know nothing about. If you did know this family, you would be shocked at what they have had to endure at the hands of an unscrupulous entity like RACQ. Everyone STOP the abuse of this family because you haven't been in their shoes.

April 15 at 3:21pm · Like



Chelsie Lerga Paul - Perhaps if they spent their emergency assistance on rental accommodation instead of 'anti-RACQ t-shirts and posters' I wouldnt be inclined to post such a comment. This family should be lucky RACQ aren't suing them for defamation.

April 15 at 3:42pm · Like · 👍 1 person



Kimberley Lloyd Sorry Paul I disagree. There is NO reason that little boy should live in a tent after the mother admitted getting \$15k from RACQ weeks ago!!

April 15 at 3:44pm · Like · 👍 1 person



Rose-Anne Meadows I totally agree with Chelsie and Kimberely. There is no good reason for that child to have been living in those conditions.

April 18 at 11:56am · Like

**Sam Hansen**

Well I like that RACQ is providing outright information on the issue and attempting to set the record straight. Hopefully this will alleviate most people's concerns and clear up any doubts or confusion. RACQ has been around for ever and I've never had a problem with them before, so I remain confident that they will get to the bottom of it.

15 hours ago · Report

**RACQ (Official)**

We can confirm we've received a response this afternoon from the family referred to in one of our questions, regarding their claim.

14 hours ago · Report

**Samantha Carter**

@ sam, sorry sam, i dont mean any disrespect to you, but i think you really can't comment unless you have gone through what we all have!! let's just hope you dont ever have to either.

14 hours ago · Report

**Joan Bickell**

You say that Flood Cover is optional, when we applied for it you knocked us back, with no reason given. Perhaps that was the time I SHOULD HAVE GONE TO SUN CORP. unfortunately I am one of the loyal ones, but aye what is loyalty these days.

12 hours ago · Report

**Drew Pickwick**

Well, I have had encounters with RACQ 3 times,
1st was flood cover, which was sorted straight away without hassle,
2nd was a flat battery in the middle of nowhere,
and 3rd was another flat battery - at 11pm at night,
All encounters were handled with hassle and great service!
and especially the flood insurance claim. It was all handled, and had no hassles!

11 hours ago · Report

**Joan Bickell**

Yes, we have had a couple of claims over the 30 years with RACQ and they were handled very well, but this time it has been a nightmare. Because of their efficiency with those other claims, why would we bother changing, but my golly I wish now that we had gone to Suncorp, when they refused to provide us with flood cover. Our house was insured for \$439,000 and contents for \$130,000, and they give us \$12,500. I've just had a quote from another Insurance co. which covers everything, and the quote is \$30 less a month than we have been paying.

2 hours ago · Report

Inbox - Microsoft Ou...
 Get the Facts (2) - W...
 Staff Q. and As mess...
 Emerging Media Issu...
 QAs 12 April 2011 int...

Exhibit 11



ASIC

Australian Securities & Investments Commission

Level 5, 100 Market Street, Sydney
GPO Box 9827 Sydney NSW 2001
DX 653 Sydney

Telephone: (02) 9911 2000
Facsimile: (02) 9911 2414

13 September 2011

[REDACTED]
Compliance Manager and Company Secretary
RACQ Insurance Limited
PO Box 4
SPRINGWOOD QLD 4127

By Email: [REDACTED]

Dear [REDACTED]

Re: Home and contents policies - flood cover

As you will be aware, the Australian Securities and Investments Commission (ASIC) is Australia's corporate, markets and financial services regulator. ASIC's responsibilities include enforcement of the consumer protection provisions of the *Australian Securities and Investments Commission Act 2001* (the ASIC Act) as well as the administration of the *Insurance Contracts Act 1984* (the IC Act).

Areas of interest

We are requesting some information in relation to claims made as a result of the recent natural disasters, in particular the flooding that affected Brisbane and other parts of Queensland earlier this year.

1. *RACQ's Media Release of 2 August 2011 titled "RACQ Insurance announces claims re-assessment" (the Media Release)*

We seek to understand the basis for the original refusal of the claims referred to in the Media Release, the reason why these denials were reversed and whether RACQ believes it is likely that any further claims previously denied will be overturned as a result of the information referred to in the Media Release.

Please also advise whether RACQ is aware of any customers who may be affected by RACQ's decision, but to date have not received a payment for any reason, including but not limited to either withdrawing a claim before a determination or not making an initial claim.

Please also advise whether RACQ has considered whether section 57 of the *Insurance Contracts Act* 1984 may apply to any of those previously denied claims and, if so, has determined whether the relevant policy holders will be paid interest.

2. *Hydrology reports*

We have received a number of complaints in relation to RACQ's purported refusal to supply claimants with access to a copy of the relevant hydrologist report.

We seek your advice as to whether this is correct, and if so, on what basis access would be denied to the relevant hydrologist report. Please also confirm whether this remains an issue for claimants after RACQ's reversal of previously denied claims referred to in the Media Release of 2 August.

We ask that you respond to this letter by 21 September 2011.

This request is being made without the use of ASIC's compulsory powers. Please advise immediately should you require a Notice pursuant to ASIC's statutory powers in order to provide a comprehensive response to this letter.

Please contact [REDACTED] or [REDACTED]
[REDACTED] if you have any questions about this letter.

Yours sincerely,

[REDACTED]

[REDACTED]

Senior Manager
Deposit Takers, Credit & Insurers

Exhibit 12



ASIC

Australian Securities & Investments Commission

Level 5, 100 Market Street, Sydney
GPO Box 9827 Sydney NSW 2001
DX 653 Sydney

Telephone: (02) 9911 2000
Facsimile: (02) 9911 2414

Our Reference: 15120/11

3 May 2011

[REDACTED]
Compliance Manager and Company Secretary
RACQ Insurance Limited
PO Box 4
SPRINGWOOD QLD 4127

By Email: [REDACTED]

Dear [REDACTED]

RACQ Household Insurance Policy

As you will be aware, the Australian Securities and Investments Commission (ASIC) is Australia's corporate, markets and financial services regulator. ASIC's responsibilities include enforcement of the consumer protection provisions of the *Australian Securities and Investments Commission Act 2001* (the ASIC Act).

This letter sets out, and seeks your response to, a number of ASIC's concerns about the disclosure of the RACQ Household Insurance Policy issued by RACQ Insurance Limited (the Policy).

The Product Disclosure Statement for the Policy with an effective date of 6 January 2011 (PDS) offers home and contents insurance to cover various risks of loss.

The Product Disclosure Statement

On page 1 of the PDS the following wording appears, under the heading "*How this policy works*":

RACQ Insurance Household Insurance Policy is designed to provide you with comprehensive cover for your home and contents in the case of loss or damage caused by an insured event.

This policy provides cover for:

- *The Insured Events listed on pages 14 to 19...*

On page 15 of the PDS, under the heading "*Insured events you are covered for*", the following statement appears:

*Damage caused by weather ...
What is covered
Flash flood and stormwater run-off
A sudden flood caused by heavy rain that fell no more than 24 hours prior to the flash flood or stormwater run-off.*

However, on page 23 of the PDS under the heading "*Your home*", under the sub-heading "*The most we will pay you for home claims*", the following appears:

*Flash flood and stormwater run-off
We will pay up to 50% of your home sum insured or \$25,000, whichever is higher.*

The statements on pages 1 and 15 of the PDSs are not qualified in any way to indicate that the level of *flash flood and stormwater run-off* cover is capped. There is also no cross-referencing between the list of covered events on page 15 and the cap on cover referred to on page 23 of the PDS.

We also note that "*Flood and Storm surge*" is an optional cover for customers. On page 49 under the heading "*Optional covers for extra peace of mind*" under the sub-heading "*Flood and storm surge*" the following statement appears:

*Home and/or contents cover: We cover you for loss of or damage to your home or contents caused by flood or storm surge which happens during the period of insurance at the property address.
We will pay up to the:*

- *Home sum insured, if your home is insured.*

It is not clear whether the limitations on *flash flood and stormwater run-off* cover would still operate if the *flood and storm surge* optional cover is selected.

ASIC's concerns

ASIC is concerned that the statements made on pages 1 and 15 of the PDS are likely to create the impression that the events listed on pages 14 to 19 of the PDS will be treated equally if a claim is made, and that claims in respect of damage caused by those events will be "comprehensively covered", that is, paid up to the sum insured amount.

This impression is contrary to the position set out on page 23 of the PDS where it is disclosed that *flash flood and stormwater run-off* claims will be capped.

ASIC is concerned that a consumer may be misled by the following:

- the lack of any information about the cap on *flash flood and stormwater run-off* cover on pages 1 and 15 of the PDS;

- the lack of cross referencing to page 23 on either pages 1 or 15 of the PDS; and
- the fact that information about the cap on *flash flood and stormwater run-off* cover is contained in a later part of the PDS after earlier unqualified statements.

This may mean that the PDS does not meet the clear, concise and effective requirement in section 1013C(3) of the *Corporations Act 2001*. The PDS may also be defective if it contains a misleading or deceptive statement.

ASIC is concerned that these matters may constitute misleading or deceptive conduct in contravention of section 12DA of the ASIC Act.

We are also concerned that these matters may raise issues in relation to your obligations under the *Insurance Contracts Act 1984* (the IC Act). As you would be aware, the IC Act implies into contracts of insurance a duty on each party to act towards the other party with the utmost good faith.

As you would also be aware, section 35(2) of the IC Act requires the insurer to "clearly inform the insured" of certain matters, including if the cover offered is less than the minimum amount, in order to avoid the effect of section 35(1) of the IC Act.

Response required

We ask that you respond to the concerns set out in this letter by 24 May 2011, including whether you propose to make any changes to the PDS as a result of ASIC's concerns.

In responding, please also provide the following:

1. a specimen copy of the insurance policy schedule issued to a policy holder upon inception of the Policy;
2. copies of scripts used from 1 January 2010 to the date of this letter by telephone sales staff for RACQ when a consumer purchases a Policy in the course of a telephone call;
3. details of any marketing or advertising of the Policy or the PDS which may have promoted flood, storm surge, storm water run-off or flash flood cover under the Policy;
4. clarification about how the cap on cover as disclosed on page 23 of the PDS operates in practice, that is, in what circumstances \$25,000 would be higher than 50% of the home sum insured;
5. information about the number and value of claims received from RACQ policyholders under the Policy for flash flood and stormwater run-off damage from 1 September 2010 to the date of this letter, and also the number of these claims where \$25,000 was a higher amount than 50% of the home sum insured;
6. information about the number and value of claims received from RACQ policyholders under the Policy for flood and storm surge from 1 September 2010 to the date of this letter, including the amount paid under the Policy for each claim;

7. information about the number and nature of any complaints relating to flash flood, stormwater run-off, flood or storm surge cover received from RACQ policyholders holding a Policy from 1 September 2010 to the date of this letter; and
8. clarification as to whether a customer who selects the flood and storm surge optional cover would be subject to any limitation of cover if the damage was determined to have been caused by flash flood and stormwater run-off.

This request is being made without the use of ASIC's compulsory powers. Please advise immediately should you require a Notice pursuant to ASIC's statutory powers in order to provide a comprehensive response to this letter.

Please contact [REDACTED]
[REDACTED] if you have any questions about this letter.

Yours sincerely,

[REDACTED]

Senior Specialist, Deposit Takers, Credit & Insurers

Exhibit 13

25 May 2011

[REDACTED]
Senior Specialist
Deposit Takers, Credit & Insurers
Australian Securities & Investments Commission
GPO Box 9827
SYDNEY NSW 2001

By Email: [REDACTED]

Dear [REDACTED]

RACQ Insurance Household Insurance Policy
Your reference: 15120/11

We refer to your letter dated 3rd May 2011.

ASIC's concerns

1. RACQ Insurance takes seriously your concerns as to the form of its PDS. While it does not accept that the present PDS is misleading in the respects you have referred to (or at all), RACQ Insurance will of course undertake a review of the PDS to see what improvements, if any, can be made.
2. However, in relation to the matters you have raised, the following aspects of the PDS need to be considered and show that it is not at all misleading.
3. RACQ Insurance refers first to the contents page:
 - (a) The contents page has headings which include "Your Home" and "Your Contents".
 - (b) Under each of those headings there are sub-headings which refer the reader to: "What we insure", "What we do not insure", and (most relevantly) "The most we will pay for your" (home claims or contents claims).
 - (c) There are page references for each heading and sub-heading which send the reader in turn to the insured events and separately to the amounts which are payable for claims in respect of those insured events.
4. We also refer to page 1 of the PDS, which is entitled "How this policy works". This page refers to "All policy limits" which necessarily draws the reader's attention to those limits (see the paragraph immediately below the list containing the words "The Insured Events listed on pages 14 to 19"). The relevant paragraph goes on to specifically state the following:

This policy does not cover you for everything. For further details of the cover and the amounts we will pay for any claim, please read this Product Disclosure Statement (PDS). (underlining added).
5. On page 5 under the heading "Important information about your policy" the reader is told the PDS should be read carefully.

6. The structure which follows, as shown in the contents page, is, RACQ Insurance believes, very clear. The "Insured events you are covered for" appear in tables on pages with that bold heading. Then separately under headings "Your home" and "Your contents", tables appear under headings in bold, which provide "The most we will pay you for home claims" and "The most we will pay you for contents claims".
7. These headings are clear and draw the reader's attention to the matters identified on those pages, as indeed does the contents page reference mentioned above. The tables which follow feature prominently the event (for example Flash flood and stormwater run-off) also in bold with the relevant amount payable then clearly stated.
8. It is appropriate that page 15 of the PDS does not mention the limits on the amounts paid for Flash flood coverage and the PDS is not misleading because of this. That page of the PDS is dealing with the *events* that are covered, not the *amounts* that will be paid for such events.
9. The PDS separately provides for the *property* which is covered, *events* in respect of which such property is covered and the *amounts* which are paid in respect of those events. These distinctions are made clear in the structure of the PDS and by the contents page.
10. This would be apparent to an insured, particularly given that the parts of the policy discussing the events which are covered do not mention other obvious limits on the amounts that will be paid for the specified events, such as the sum insured limit.
11. There are sensible reasons for setting the policy out in this way. It is a common approach. It avoids the PDS having to be unnecessarily repetitive (and so its present form makes it more, rather than less, easily read).
12. As to the particular issue you have identified where "Flood and storm surge" is effected as an option, we would note that it is stated on page 49 under the subheading of "what is covered":

Flood and storm surge

This policy does not cover flood unless we have agreed and it is shown on your certificate of insurance.

Home and/or contents cover: We cover you for loss of or damage to your home or contents caused by flood or storm surge which happens during the period of insurance at the property address.

We will pay up to the:

- *home sum insured, if your home is insured;*
- *contents sum insured, if your contents are insured for damage caused by flood or storm surge.*

We will pay for loss or damage in the same way and in the same amount as we do under Insured events cover.

13. This makes it clear that the limitations on flash flood and stormwater run-off do not still operate if the flood and storm surge optional cover is selected.
14. We confirm that a customer who has taken out optional flood and storm surge cover is not subject to the 50% limit which applies in respect of Flash flood and stormwater run-off.

Further information

15. We do not believe the PDS is misleading but rather believe it is clear, concise and effective. In terms of section 35 of the *Insurance Contracts Act 1984* (Cth), it is RACQ Insurance's view that the insured is clearly informed by the PDS of the matters the subject of that section. But given that you have expressed the concerns you have in your letter under reply, we will, of course,

undertake a further review of the PDS to identify any scope for its improvement. If any changes are made as a result of that further review you will of course be notified.

16. We have attached the following further documents you have requested:
- (a) Appendix A - specimen copy of Certificate of Insurance;
 - (b) scripting:
 - (i) Appendix B sets out the scripting which was used from 1 January 2010 – 17 February 2010;
 - (ii) Appendix C sets out the scripting which was used from 18 February 2010 – 28 February 2011; and
 - (iii) Appendix D sets out the scripting which was used from 1 March 2011 – current.
17. In relation to point 3 of your letter, we confirm that RACQ Insurance has not undertaken any marketing or advertising specifically promoting flood, storm surge, flash flood and storm water run-off. Although some references to these matters in line with what is stated in the PDS are of course made in RACQ Insurance's general promotional material (along with other matters stated in the PDS), there has been no specific marketing or advertising campaign seeking to promote flood, storm surge, flash flood and storm water run-off.
18. In relation to paragraph 4 of your request, although it is not common, the building sum insured in some insurance policies is less than \$50,000.
19. In relation to paragraphs 5 and 6 of your request, where you ask for details of claim numbers, we make the following comments (The information below was current as at 6th May 2011):
- (a) RACQ Insurance has received 2,312 claims which present as involving inundation (i.e. water inundating a property from the ground up) in relation to the Queensland floods;
 - (b) One of those inundation claims was made under a policy where the optional flood and storm surge cover had been taken out. This claim was accepted. (There were 5 other claims made under policies where the optional flood and storm surge cover had been taken out but these were storm (not inundation) claims – four of those storm claims were accepted and one was declined);
 - (c) The remainder of the claims are thus made on the basis that the insured claims their property experienced flash flood or stormwater run-off or that the insured claims the loss is otherwise covered by the policy. In five of those claims, \$25,000 is higher than 50% of the home sum insured (and in 102 of those claims \$25,000 is higher than 50% of the contents sum insured); and
 - (d) In total, 815 of the inundation claims relating to the Queensland floods have been accepted as flash flood and/or stormwater run-off (including the one referred to in sub-paragraph (b) above) and 1247 claims have been principally declined as flood. As at the 6th May 2011 the cause for the remaining 250 claims were still being investigated.
20. Paragraphs 5 and 6 of your request also ask for details of the value of the claims referred to above. Unfortunately, it is not possible to simply state an accurate total value for these claims.
- (a) When a claim is initially received by RACQ Insurance, an assessment is made of whether the claim is covered by the policy. To make that assessment, it is not necessary to determine the value of the claim. Accordingly, RACQ Insurance will not have data on the value of claims which are declined. Many claims relating to the Queensland floods have been declined on the basis that they do not come within the terms of the policy.
 - (b) If RACQ Insurance decides that the claim does fall within the policy, the claim settlement process will begin, and this involves such matters as obtaining repair or replacement

quotes. This process is still ongoing for many of the Queensland flood claims, and so this also prevents us from providing reliable figures on the quantum of these claims.

21. In relation to paragraph 7 of your request, RACQ Insurance's complaint records confirm that it has received 203 complaints to date relating to claims for flash flood, stormwater run-off, flood or storm surge cover from the Queensland floods. Below is a table containing some details on the 203 complaints relating to flash flood, stormwater run-off, flood or storm surge cover. Please note that the complaints have been categorised according to the main issue raised by the complainant however it is not uncommon for a complaint to raise more than one issue.

Complaints Summary	Number. of Complaints	Percentage	Explanation
Decline of Claim - PDS Exclusion	89	43.8%	Customer disputes claim decision due to no applicable cover in their policy.
Customer Service - Processes - delay	44	21.7%	Customer is unhappy because of processing delays in relation to their claim.
Decline of Claim - Loss cause	29	14.3%	Customer disputes the cause of damage to insured property (e.g. customer believes damage is due to flash flood rather than flood).
Sales and Product - Underwriting Guidelines	11	5.4%	Customer disputes the decision to decline their application for flood cover and other policy matters.
Customer Service - Service Providers	6	3.0%	Complaints relating to external service providers (such as builders, loss adjusters and hydrologists).
Sales and Product - Thought had flood cover	6	3.0%	Customer claimed they thought they had flood cover. These are being investigated on a case by case basis.
Customer Service - Processes	5	2.5%	Complaints due to lack of contact from RACQI.
Claim Settlement - Other	5	2.5%	Other complaints about claim settlement.
Compassion payment - Compassion payment	4	2.0%	Customer requests compassion payment but does not meet criteria, or has been offered compassion payment but request greater amount.
Decline of Claim - Process	2	1.0%	Complaints about hydrology methods and loss adjuster assessment.
Customer Service - RACQI Employees - Claims	1	0.5%	Complaints relating to RACQI employee customer service.
Decline of Claim - Policy Limitations	1	0.5%	Customer disputes the amount paid on their claim due to the limitations in policy response.
TOTAL	203	100.0%	

22. Many complaints are at a preliminary stage, and RACQ Insurance has not received comprehensive details about the basis for those complaints at this stage (other than that RACQ Insurance's decision in respect of cover is disputed).
23. All the figures in this letter are what we believe to be the best data available in relation to the Queensland floods (that is, Cyclone Tasha and the subsequent flooding in Northern Queensland in December 2010 and the flooding in Central and Southern Queensland in January 2011). This data is constantly changing as further information and claims are received. Please note that the data does not go back to 1st September 2010. Our current focus is on the Queensland flood events which commenced in December 2010, and we are focussing our resources on dealing with those issues. If data back to 1st September 2010 is specifically required, please confirm and we will provide it to you.
24. In relation to paragraph 8 of your request, we trust this is adequately explained above.

Cap on Flash flood and stormwater run-off in the future

25. Prior to the Queensland floods, the RACQ Insurance Sales and Product Team were conducting a review of the RACQ Insurance PDS. The Senior Management Team of RACQ Insurance has proposed to the RACQ Insurance Board that the limits on flash flood and stormwater run-off be removed, to be effective from 1st July 2011.

Moving forward

26. RACQ Insurance is happy to provide whatever further assistance you may require and to continue to do so on a voluntary basis.
27. Please let us know if there is anything further RACQ Insurance can do to assist.

Yours sincerely

Bradley Heath
Chief Executive Officer
RACQ Insurance Limited

Appendix A



New Policy - Certificate of Insurance

Home and Contents Insurance



037

SAMPLE CUSTOMER
99 TEST ST
CHELMER QLD 4068

Thank you for insuring with RACQ Insurance.

This document is a record of your insurance. It provides information about the insured property and this policy, including excesses payable.

Your consultant

SALES CONSULTANT

What do you need to do now?

1. Your policy consists of your Insurance Application, your latest Certificate of Insurance and your PDS. We refer to these documents as your policy.
2. Please read and follow the instructions on this Certificate of Insurance.
3. Keep this certificate and your PDS together in a safe place.

Amount paid

This insurance has been paid in full.

Can we be of service?

If you need to change any details, obtain more information or insurance or confirm payment of this premium, please contact us. You can either phone 13 1905 or write to RACQ Insurance PO Box 4, Springwood 4127 or call into any RACQ Branch Office.

We draw your attention to your Duty of Disclosure, which is on the back of this page.

Page 1 of 5

Your policy number
0000000000

Customer service
13 1905

Website
www.racqinsurance.com.au

Our mail address
RACQ Insurance Limited
Reply Paid 4
Springwood QLD 4127

ABN 50 009 704 152
AFSL No 233082

Date of issue 29 June 2010

Your Duty of Disclosure

An important notice concerning information you are required to give us

The Insurance Contracts Act 1984 requires us to give you information about your insurance and for you to give complete and accurate information to us. This is known as Your Duty of Disclosure. Before entering a contract of insurance with us, and each time you vary or renew your policy we will ask you a number of specific questions.

In addition, if we invite renewal of the policy, we will forward our premium renewal notice to your last known postal address prior to the expiry date of the policy. This notice will include, amongst other matters, specific questions relating to you and the insured property.

What you must tell us

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by this policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as if it had never existed.

If you do not understand

If you do not understand your duty, please contact us on 13 1905.

Our mail address

**RACQ Insurance Limited
Reply Paid 4
Springwood QLD 4127**

ABN 50 009 704 152
AFSL No 233082

RACQ Insurance Limited ABN 50 009 704 152 AFSL No 233082

Date of issue 29 June 2010

Appendix A



New Policy - Certificate of Insurance

Home and Contents Insurance

Page 3 of 5

Your policy number
0000000000

Customer service
13 1905

Claims hotline
13 7202

Website
www.racqinsurance.com.au

What you must do

For your insurance to be valid, this information must be correct and complete.
If any changes or additions need to be made, please mark them and call us.

Policy holders

MRS SAMPLE CUSTOMER

You are an RACQ Blue Club Member

You receive a discount for:

- being an RACQ Blue Club Member
- having a Qld Seniors card
- combining your home and contents in one policy
- no claims on your home/contents

Period of insurance

from 10:07am 04 Jul 2010 to midnight 04 Jul 2011

What you are insured for

	<i>Sum Insured</i>
HOME	\$700,000
CONTENTS AT THE HOME	\$50,000
LEGAL LIABILITY	\$20,000,000

The policy covers the Home and Contents located at:

99 TEST ST, CHELMER 4068 which:

- is a home
- was built in 2001
- is mainly hardiplank with iron (corrugated) roof
- is permanently occupied by you
- will not be unoccupied for more than 60 consecutive days
- is structurally sound and well maintained (including all outbuildings)
- is not used as a trade, business or professional workplace
- has no other people besides family members residing at the property
- you have lived in for more than 3 months
- you have owned for more than 3 months
- is not under construction, reconstruction or renovation

What optional covers are included and not included

	Home	Contents
Motor burnout	included	included
Pet cover	n/a	not included
Group Cover	n/a	not included
Selected Personal Items	n/a	not included
Advanced cover	included	included
Flood and storm surge	not included	not included

Please refer to your Product Disclosure Statement (PDS) for full details of the optional covers available.

If you would like to vary your cover please call us on 13 1905.

Our mail address
RACQ Insurance Limited
Reply Paid 4
Springwood QLD 4127

ABN 50 009 704 152
AFSL No 233082

Date of issue 29 June 2010

Appendix A



New Policy - Certificate of Insurance

Home and Contents Insurance

Security installed

- deadlocks (key operated inside and out) on all external doors, other than security or screen doors
- key operated window locks on all accessible windows
- a safe
- a burglar alarm

Excess you contribute to any claim

APPLICABLE EXCESSES WILL BE ADDED TOGETHER

	Home	Contents
Excess	\$300	\$300
*Earthquake excess	\$300	\$300

**You contribute this additional amount to a claim for loss or damage caused by earthquake during any period of 48 consecutive hours.*

Previous Insurance

NIL INSURANCE Building and Contents

Your History

In the last 3 years no intended insured has suffered any home or contents loss or damage whether an insurance claim was made or not, or had a liability claim made against them.

None of the intended insureds, in the last 3 years had any insurance declined, cancelled, voided or renewal refused, a claim rejected, or special conditions imposed.

In the last 5 years no-one insured by this policy has been convicted of any criminal offence.

Paid in full

This insurance policy has been paid in full.

GST

This notice is not a Tax Invoice. If you need a Tax Invoice setting out the GST charged on this policy, please call and request one.

Page 4 of 5

Your policy number
0000000000

Customer service
13 1905

Claims hotline
13 7202

Website
www.racqinsurance.com.au

Our mail address
RACQ Insurance Limited
Reply Paid 4
Springwood QLD 4127

ABN 50 009 704 152
AFSL No 233082

Date of issue 29 June 2010

FINANCIAL SERVICES GUIDE

ABOUT THIS FINANCIAL SERVICES GUIDE

This Financial Services Guide is provided to you by an authorised representative of RACQ Insurance Ltd. It will assist you in deciding whether to use any of the financial services available. It contains, amongst other details, information about remuneration in relation to those services and about how you may access the RACQ Insurance internal and external dispute resolution system. Distribution of this Guide has been authorised by RACQ Insurance Ltd.

OTHER DISCLOSURE DOCUMENTATION

A Product Disclosure Statement is available and will be provided to you. It sets out the features of the insurance product and will assist you to compare and make informed choices about it. Any communication from RACQ Insurance or its authorised representatives relating to insurance does not constitute financial product advice.

Details about the body corporate authorised representative

Name: RACQ Operations Pty Ltd (RACQ)
 ABN: 80 009 663 414
 Address: 2649 Logan Rd, Eight Mile Plains, 4113.
 Phone: 13 1905
 Representative Number: 234978

Details about the authorising licensee

Name: RACQ Insurance Ltd (RACQ Insurance)
 ABN: 50 009 704 152
 Address: 2649 Logan Rd, Eight Mile Plains, 4113.
 AFS Licence Number: 233082

How you can provide instructions

You may apply for, vary or cancel your insurance policy by contacting RACQ at our address or by phone on the number provided above.

Authorised financial service

RACQ and authorised representatives of RACQ Insurance are authorised by agreement with RACQ Insurance to arrange for customers to enter into, vary and cancel the authorised financial service products. This includes the collection of insurance premiums and other related payments. All contracts of insurance entered into are with RACQ Insurance.

Authorised financial service products

- Motor comprehensive insurance
- Motor third party liability insurance
- Motor third party liability fire & theft insurance
- Home building/contents/selected effects insurance
- Boat comprehensive insurance
- Boat third party liability insurance
- Residential building body corporate insurance

Remuneration

RACQ is paid a fee by RACQ Insurance for the use of its distribution network, including staff, that support the sale and service of insurance products. That fee is not solely attributable to any individual financial service. This fee when compared to total premium received by RACQ Insurance is in the order of 8% of total premium per annum. Off-line agents who have referred you to our call centre receive a maximum amount of \$25 per insurance policy. This amount is for providing access to phones and for signage on their premises. Authorised representatives of RACQ Insurance are paid a salary by RACQ. Any incentive bonuses paid are not anticipated to exceed an average of 7% of salaries per annum and are calculated having regard to the number and quality of services provided. Importantly, these bonuses are not charged directly to you.

Associations

RACQ provides a sales and service function for and on behalf of RACQ Insurance. RACQ is a wholly owned subsidiary of The Royal Automobile Club of Queensland Limited (ABN 72 009 660 575). RACQ Insurance is 50% owned by The Royal Automobile Club of Queensland Limited. RACQ staff who provide these services are, apart from being authorised representatives of RACQ Insurance, also employees of RACQ.

If you have an unresolved complaint

If you have a complaint that is not satisfactorily resolved, please contact either RACQ or RACQ Insurance by :

- Phone: 13 1905
- By Mail: PO Box 4, Springwood, Qld 4127.
- Attending: any RACQ branch office

The matter will be referred to the relevant manager or if necessary to the RACQ Insurance Internal Dispute Resolution Committee, in which case you will be advised of the committee's decision within fifteen working days of receipt of the referred matter.

Document preparation date: 6th MAY 2007

Household Quote

Identify Customer: Name: if not already given / identified via club membership	<ul style="list-style-type: none"> ▪ Is the client a Club Member If yes, what level ▪ Does the client have any existing policies with RACQ 	If yes, you are entitled to additional discounts If yes, you may be entitled to additional discounts
Risk Description: Ref U/w Manual 5.5.1 Ref U/w Manual 5.6.7 Ref U/w Manual 5.6.16 Ref U/w Manual 5.6.6 If No to Occupancy Ref to U/w Manual 5.6.14 Ref U/w Manual 5.6.11 Ref U/w Manual 5.6.12	<ul style="list-style-type: none"> • Year built • Type of building • Any business • Usage – Farm Dwellings Ref U/w Manual 5.6.29 • Under construction or proposed renovation • Walls • Permanently occupied • Weekender • Heritage listed • Owner/Tenant/Rented Occupied 	<ul style="list-style-type: none"> • What year was the property constructed? • What type of property is it? • Business endorsement Ref U/w Manual 2.6 • If acreage; Check if > 30 acres Refer to Sales and Distribution Support • Is there any form of construction being undertaken at the property? • What material are the external walls made from? • Is the property permanently occupied? • Is the property used as a weekender? • If older than 100 years? • Is the property Owner occupied?
<p>What is the roof construction? Note: If the roof type is fibro/asbestos cement, you can continue with the quote, however <u>do not provide premium to the customer</u>. You will need to convert the quote to a new business policy, inputting all relevant data to be able to obtain a premium at the RS Screen. If the customer wants to proceed with the policy, you must go back to the RC screen, read all mandatory new business scripting including DOD, FSG and PDS, as well as confirm other details entered at quote stage. <u>If the customer does not wish to proceed with policy, you must go to the PB screen and delete policy.</u></p>		
Sum Insured: F & F ref U/w Manual 5.6.30 If contents are over \$120,000 does the customer meet minimum security? or If Tenanted / Renter, if contents are over \$80,000 - does it meet minimum security? Ref. U/W manual 5.6.42 Motor Burnout page 48 PDS	<ul style="list-style-type: none"> • Building Sum Insured What Sum insured would you like? • Fixtures and Fittings (if tenanted) are there any fixtures and fittings to be insured? • Contents Sum Insured (if applicable) What Sum insured would you like? • If combined sum insured is \$2,000,000 or more refer to Sales and Distribution Support • Our Standard policy includes cover for Glass Breakage, Would you like cover for Motor Burnout? • Do you have any personal items that you would like to cover for loss or damage anywhere in Australia or New Zealand? 	
Selected Personal Items Ref. U/W manual 5.6.33 Group Cover Ref U/W manual 5.6.34 Household PDS page 50	Group cover is an optional cover that covers against accidental loss or damage to items of property, the insured can select from the range of sum insured	
Previous household claims: NCD Ref U/w Manual 5.5.2	Have you or anyone else to be insured on this policy made a household claim in the last 3 years?	If yes, refer to claims calculator
Flood Cover: No Flood cover available in NNSW	This policy automatically covers Flash Flood and Stormwater Run-off. If you would like a more comprehensive cover against flood damage you will need to apply for this separately.	
Alarm: Contents Only	If Back to base? 10% discount on their contents	Is there a working alarm fitted at the property? If yes, is it back to base monitored?
Discounts: Ref U/W manual 2.14	<ul style="list-style-type: none"> ▪ Loyalty ▪ Over 55 ▪ Qld Seniors Card 	<ul style="list-style-type: none"> ▪ Multi-Policy (3+) ▪ NNSW may be a State issued card, National card or NNSW business card.

Appendix B

This quote is an estimate only based on the information that you have given me, the premium will be \$_____ with a standard excess of \$_____.

How does this sound? Depending on response

Would you like this quote to include our Advanced Cover option which covers you for accidental damage to selected items & includes Motor Burnout? (if owner occupied) [Ref. U/W manual 5.3.2](#)

Advanced Cover page 49 PDS This option can be added to (state covers which are applicable.)

Optional Covers [ref U/W manual 5.5.5](#)

Would you like to go ahead with the policy NOW?

✓ **Yes: Proceed**

✗ **No: Provide Quote number**

If appropriate, offer PBTM premium - advise client of Annual Fee of \$60 which is \$5 per month

Advise "This quote is an estimate only based on the information you have provided. If you wish to proceed with the policy we will need to ask you additional questions which may affect the acceptance, premium and excess"

ADDITIONAL INFORMATION IF THE CUSTOMER ASKS ABOUT EXCESS OPTIONS

This section is not a compulsory part of the scripting and is for information only.

If a customer indicates they pay a higher excess with their previous insurer to reduce their premium and they want a quote on that basis, or if they ask whether RACQI offers a flexible excess option similar to some competitors.

The standard excess on our policy is \$300 (standard and advanced cover)

The non removable earthquake excess on our policy is \$300 (when applicable)

Excess Code	\$ Amount
Standard	\$300
X1	Nil
X2	\$150
X3	\$200
X5	\$500
X6	\$1000
X7	\$750

Note: The use of the voluntary excess options can help overcome price objections by allowing the insured to manage the degree of risk that they wish to accept and the amount of premium that they pay.

An excess is the amount the customer has to pay or bear towards the cost of the claim. An excess may impact on the benefit/feature limit payable.

Appendix B

PRIVACY

Your personal information is required to perform the service sought by you. We may share this information with our alliance partners and contractors so we can provide this service.

Some insurance related information may be given to an insurance reference bureau and on occasions to other insurers and reinsurers.

This personal information is available to you upon request.

DUTY OF DISCLOSURE

I have to tell you about your Duty of Disclosure.

When answering our questions, you must be honest and you have a duty to tell us anything known to you, or which a reasonable person in the circumstances would include in answer to the questions. It is important that you understand you are answering the questions in this way for yourself and anyone else whom you want to be covered by the policy.

We will use the answers in deciding whether to insure you and anyone else to be insured under the policy and on what terms. We may reduce or refuse to pay a claim, or cancel the policy, if you have not answered our questions in this way.

ORAL FSG (Telephone Consultants Only)

I am able to contract general insurance products on behalf of RACQ Insurance and cannot provide financial product advice.

I am an employee of RACQ which is a 50% owner of RACQ Insurance. I am paid a salary by RACQ and any incentive bonuses paid to staff are not anticipated to exceed an average of 7% of salaries. These bonuses are not charged to you

ORAL PDS (Telephone Consultants Only)

The insurance cover you have selected is _____ Insurance.

You will receive a "Product Disclosure Statement" and your certificate of insurance. These will give you full details of your insurance. Please read them, including the exclusions.

RACQ Insurance is the issuer of the policy. In the event that you have a complaint, you can contact us on phone number 13 19 05.

Cooling Off Period

You will need to pay your insurance policy within 14 days. You also have a 21 day cooling off period so if you decide to cancel and haven't made a claim in that time, you will get a full refund.

Household New Business

Confirm Effective Date

Risk Circumstance Screen

- Previous Insurer (RACQ or other Insurer)
- Previous Insurance Type
- Policy Number (if available) What is the policy number from your previous policy?
- Expiry What is the expiry date of that policy?
- Risk Address

Has the client signed a contract on the home (Y / N)

Is the policy to replace a current existing policy (Y / N)

If the answer is **NO** read the following:

Household PDS :

Storm p.17

Flash Flood p.18

Bushfire p.22

Due to not having current insurance, there will be a 48 hour period before Storm, Flash flood and Bushfire damage is applicable on this policy.

Risk Details Screen

If policy in Business name or if any part of Home used for business purposes
verify ABN and ITC %

[Ref. U/w manual 5.6.17](#)

Unacceptable Roofs:
Thatched; Wooden shingle; roof that allows rain to enter the building

Risk Condition

[Ref U/w manual 5.6.1](#)

Construction Criteria

[Ref U/w manual 5.6.17 & 5.6.16](#)

Alarm Discount:

Back to Base Contents Only

[Ref U/w manual 2.14](#)

Building Sum Insured

[Ref U/W manual 5.6.10](#)

F & F [ref U/W manual 5.6.30](#)

If converted from a quote:

The policy will be based on the information you provided for me to do the quote plus some additional questions I will need to get from you now.

If converted from Quote

- Frame - What materials?
- Roof - What materials?
- Floor - What materials?
- Non Family member?
- Lived more than 3 months
- Owned more than 3 months
- Good Condition and Well Maintained

If added from New Business (use both columns)

- Year built
- Type of building -What type of property?
- Any business [Ref U/w Manual 5.5.1](#)
- Usage - Farm Dwellings [Ref U/w Manual 5.6.29](#)
If acreage; Check if > **30 acres Refer to Sales and Distribution Support**
- Under construction or proposed renovation
[Ref U/w Manual 5.6.7 & 5.6.16](#)
- Walls - What materials made from?
- Permanently occupied
[Ref U/w Manual 5.6.14](#)
- Weekender [Ref U/w Manual 5.6.6](#)
- Heritage listed [Ref U/w Manual 5.6.11](#)
If over 100 years old?
- Owner/Tenant/Rented Occupied [Ref U/w Manual 5.6.12](#)

If yes, advise they receive a **10%** discount on their contents

What Sum Insured would you like to insure your Building?

Are there any Fixtures & Fittings to be insured?

Appendix B

<p>Risk Extra Screen</p> <p>If contents are over \$120,000 does the customer meet minimum security? or If Tenanted / Renter, if contents are over \$80,000 - does it meet minimum security?</p> <p><u>Ref. U/W manual 5.6.42</u></p>	<ul style="list-style-type: none"> • Contents (if applicable) • If Owner occupier, if contents are over \$120,000 does the owner occupier meet minimum security requirements • If Tenanted / Renter, if contents are over \$80,000 does the premises meet minimum security requirements <p>Does the home have the following security features?</p> <ul style="list-style-type: none"> • Key operated deadlocks on all external doors other than security or screen doors • Key operated window locks on all windows • Steel bars/grilles / Security screens on all windows? • Is there a safe on premises / residence? • Are there any other forms of security? 												
<p>Contents Sum Insured Specified Contents Items</p> <p><u>Ref. page 34 House PDS</u></p> <p>Reminder:</p> <p>Proof of ownership will be required in the event of a claim</p>	<p>Our policy has limits on some contents items unless they have been listed. These apply to items such as watches, jewellery, cameras, CDs, DVD's, computer games, and works of art. It is important that you check these limits when you get your policy on page 34 of the PDS. If you have any items you need to insure for a higher amount give us a call and we can list them on your policy.</p> <p>If customer asks you to explain the limits:</p> <table border="1"> <tr> <td>Watches, jewellery and gold or silver artefacts (but not bullion)</td><td>Up to \$2,000 for each item or set, but not more than \$6,000 in total</td></tr> <tr> <td>Cameras and their accessories (other than movie and video)</td><td>Up to \$2,000 total</td></tr> <tr> <td>Movie or video cameras and their accessories</td><td>Up to \$2,000 total</td></tr> <tr> <td>CD's, DVDs, Audio and Video tapes, records, computer discs, game cartridges and consoles</td><td>Up to \$5,000 in total</td></tr> <tr> <td>Paintings, Pictures, works of art,</td><td>Up to \$2,000 for each item or set, but not more than a total of \$12,000</td></tr> <tr> <td>Collections, medals or memorabilia</td><td>Up to \$2,000 total</td></tr> </table>	Watches, jewellery and gold or silver artefacts (but not bullion)	Up to \$2,000 for each item or set, but not more than \$6,000 in total	Cameras and their accessories (other than movie and video)	Up to \$2,000 total	Movie or video cameras and their accessories	Up to \$2,000 total	CD's, DVDs, Audio and Video tapes, records, computer discs, game cartridges and consoles	Up to \$5,000 in total	Paintings, Pictures, works of art,	Up to \$2,000 for each item or set, but not more than a total of \$12,000	Collections, medals or memorabilia	Up to \$2,000 total
Watches, jewellery and gold or silver artefacts (but not bullion)	Up to \$2,000 for each item or set, but not more than \$6,000 in total												
Cameras and their accessories (other than movie and video)	Up to \$2,000 total												
Movie or video cameras and their accessories	Up to \$2,000 total												
CD's, DVDs, Audio and Video tapes, records, computer discs, game cartridges and consoles	Up to \$5,000 in total												
Paintings, Pictures, works of art,	Up to \$2,000 for each item or set, but not more than a total of \$12,000												
Collections, medals or memorabilia	Up to \$2,000 total												
<p>Selected Personal Items</p> <p><u>Ref. U/W manual 5.6.33</u></p> <p>Group Cover</p> <p><u>Ref U/W manual 5.6.34</u></p> <p>Household PDS: page 50</p>	<p>This question does not need to be asked if they have been offered at Quote stage</p> <p>Do you have any personal items that you would like to cover for loss or damage anywhere in Australia or New Zealand?</p> <p>This question does not need to be asked if they have been offered at Quote stage</p> <p>Group cover is an optional cover that covers against accidental loss or damage to items of property, the insured can select from the range of sum insured</p>												
<p>Appendix B</p> <p>Version Control FSRA/Scripting/HH Prompting (effective 5th August 2009)</p> <p>Page 5 of 7</p> <p>Version 9</p>													

<p>Pet Cover</p> <p>A limit of two (2) pets per coverage applies for quotes & new business Ref. U/W manual 5.3.3</p> <p>Pet Cover page 52 PDS</p> <p>If added advise \$50 excess</p> <p>Note: If previous pet claims in last 3 years are disclosed, refer to Support Team – ext: 54175</p>	<p>We provide pet cover, do you have a dog or cat aged between 6 weeks & 10 years? If yes, Would you like cover for their veterinary treatment if they suffer from an unexpected injury or illness?</p> <p>Is your pet used in connection with any of the following activities:</p> <ul style="list-style-type: none"> Professional breeding purposes <p>For Dogs only:</p> <ul style="list-style-type: none"> In a business as a guard dog or used as a farm work dog Sporting events such as dog racing or animal hunting <p>Has your pet been immunised and received annual booster for canine or feline diseases? Has your pet shown any signs of illness or does it have any pre-existing illness or defect? If No continue</p> <p>If Yes We do not pay for pre-existing illness(es), disease(s) or defect</p> <p>Note: Comment policy!</p> <p>Has a vet treated your pet in the last 12 months? If No continue</p> <p>If Yes 'Comment policy with details'!</p> <p>Details of the pet:</p> <ul style="list-style-type: none"> Pet Type Name Sex Breed Age
<p>Accidents /Claims Screen</p> <p>Ref. U/W manual 5.4.1</p> <p>If Yes, Ref. U/W manual 2.23</p>	<p>Please note that your answers to the following questions could affect any claim that you may make in the future.</p> <p>In the last 3 years, have you or anyone else to be insured on this policy suffered any home or contents loss or damage whether an insurance claim was made or not, or had a liability claim made against you or anyone intended to be insured on the policy?</p> <p>Have you or anyone else to be insured on this policy had any insurance declined, cancelled, voided or renewal refused, a claim rejected or special conditions imposed in the last 3 years?</p> <p>Have you or anyone else to be insured on this policy been convicted of any criminal offence in the last 5 years?</p>
<p>Note:</p> <p>No Flood cover avail. in NNSW</p> <p>Motor Burnout page 48 PDS</p> <p>Advance Cover page 49 PDS</p>	<p>These questions do not need to be asked if they have been offered at Quote stage</p> <ul style="list-style-type: none"> This policy automatically covers Flash Flood and Stormwater Run-off. If you would like a more comprehensive cover against flood damage you will need to apply for this separately. Our Standard policy includes cover for Glass Breakage, Would you like cover for Motor Burnout? Would you like to include our Advanced Cover option which covers you for accidental damage to selected items & includes Motor Burnout?
<p>Mortgagee</p>	<p>Check Mortgagee on risk address (if applicable)</p>
<p>Appendix B</p> <p>Version Control FSRA/Scripting/HH Prompting (effective 5th August 2009)</p> <p>Page 6 of 7</p> <p>Version 9</p>	

Household Wrap Up

When you have finished adding the new business, confirm the following details with the customer:

- Policy Number:
- Type of Policy (Contents Only, Building & Contents etc)
- Sums Insured
- Policy Options - What was and was not selected:
 - Flood Cover (QLD only – not available NNSW)
 - Pet Cover (contents only)
 - Advanced Cover (owner/occupied only)
 - Fusion/Motor Burnout (if Advanced not applied)
 - Group/Selected Personal Items Cover
- Check if client entitled to Policy Discounts including Multi-Policy Discount ,
- All Excesses that apply
- Premium

Would you like to pay for that policy now?

(If insured has not already indicated how they would like to pay)

If **NO**: 14 Days to make payment

Inform client of Payment Options (PBtM, Annual Fee of \$60 / \$5 per month send payment, etc)

If client want to pay via the PBtM Option refer to PBtM scripting.




Ref. page 34 House
PDS



Limits on some
contents items

You will receive a 'Product Disclosure Statement' and *quote / policy certificate* that will explain how your premium is calculated and also show all costs and policy limits / discounts applicable to this policy.


RACQ Sales & Service Framework - Household quote

Appendix C

		Step	Components	Reference / tips
Build rapport		1. Open the conversation	<p>FRIENDLY GREETING</p> <p><i>Good morning, this is Natalie speaking</i> <i>May I ask who I'm speaking with please? (Use the customers name throughout the conversation.)</i></p>	
			<p>ESTABLISH TYPE OF BUSINESS</p> <p><i>What's the reason for your call today?</i> Would you like a quote or a policy today?</p> <p>If the customer's answer to this question is: Quote - Complete steps 1 to 5 of this framework Policy - Complete steps 6 to 7 of this framework</p>	
			<p>EXPLAIN THE PROCESS</p> <p><i>To work out a quote for you I'm going to ask you a number of questions about your home and/or contents and their condition, and your insurance history.</i></p>	
		2. Establish customer details	<p>RACQ ASSOCIATION:</p> <ul style="list-style-type: none"> • CLUB • INSURANCE <p><i>Are you an existing RACQ member?</i> <i>What is your membership loyalty level?</i> What existing policies do you have with RACQ Insurance? Do you or any other insured have a Seniors Card / or over 55 years of age? <i>What do you like about your current policy / insurer?</i> <i>What lead you to choose XYZ insurance in the past?</i> <i>What's made you decide to look elsewhere?</i> <i>How is your current insurance policy working for you?</i></p>	For existing RACQ / RACQ Insurance customers inform them they may be entitled to additional discounts.
			<p>TYPE OF POLICY</p> <p><i>What type of Insurance cover do you need?</i> <i>What date would you like the insurance to start?</i> May I have the suburb and the postcode where your Home and/or Contents are located?</p>	
Ask questions		3. Gather underwriting information	<p>HOME AND / OR CONTENTS DETAILS</p> <p><i>What year was the Home constructed?</i> <i>What type of Home is it?</i> Is your Home used for private or <u>business</u> purposes? Is your Home situated on a farm? If <u>farm use</u>. Is your Home permanently occupied? How is your Home occupied?</p> <p>Only when Home required – What is the roof construction? Note: If the roof type is fibro/asbestos cement, you can continue with the quote, however <u>do not provide premium to the customer</u>. You will need to convert the quote to a new business policy, inputting all relevant data to be able to obtain a premium at the RS Screen. If the customer wants to proceed with the policy, you must go back to the RC screen, read all mandatory new business scripting including DOD, FSG and PDS, as well as confirm other details entered at quote stage. If the customer does not wish to proceed with policy, you must go to the PB screen and <u>delete policy</u>.</p> <p>All other Home and/or Contents details as, appropriate.</p>	
			<p>How much would you like to insure your home for? (when applicable)</p>	Sums Insured
			<p>How much would you like to insure your contents for? (when applicable)</p>	Minimum Security - \$120,000 O/Occupied \$80,000 Tenanted/Rented
		HOME CONDITION	<p>Is your Home under any construction/renovation?</p>	Under Construction
			<p>Is your Home in a good state of repair?</p>	Physical Condition
		CLAIMS / CRIMINAL HISTORY	<p>Have you or anyone else to be insured on this policy made a household claim in the last 3 years? Have you or anyone else to be insured on this policy in the last 5 years been convicted of any criminal offence?</p>	<p>If yes, what and how many? No Claim Discount Household Excess Calculator Criminal History</p>

Step		Components	Reference / tips
4. Explain the policy 	MATCH FEATURES AND BENEFITS TO CUSTOMER'S NEEDS	Tailor the features and benefits to the customer. For example: Pet Cover (Contents) (if applicable) <i>How important is cover for your dog or cat if it suffered from an unexpected injury or illness? (Only available with Contents cover)</i> Selected Personal Items (Contents) (if applicable) <i>How important is cover for specific personal items covered for loss or damage anywhere in Australia or New Zealand to you? (Only available with contents cover)</i> Group Cover (Contents) (if applicable) <i>Would you like Group Cover to cover personal items for loss or damage anywhere in Australia or New Zealand? (Only available with contents cover)</i> Pay By The Month (if applicable) <i>What preference do you have with regards to paying your premium? Paying the full amount or making smaller payments?</i> Voluntary Excess <i>What's more important to you – the premium you pay up front or the protection you receive in the event of an accident or incident?</i> Advanced Cover (Owner occupied) <i>Would you like Advanced Cover to cover you for accidental damage which automatically includes the motor burnout optional cover?</i> Motor Burnout (if applicable) <i>How important is cover for burnout of electric motors to you?</i> Flood <i>How likely is it that your property would be affected by <u>flood</u>?</i>	Appendix C Optional Covers Selected Personal Items The use of the voluntary excess option can help overcome price objections by allowing the insured to manage the degree of risk that they wish to accept and the amount of premium that they pay
	CHECK CUSTOMER'S ACCEPTANCE	<i>How do you feel about what I have discussed so far?</i> <i>What further information do you need?</i> <i>What questions do you have?</i>	
	DISCOUNTS	Check discounts available to customer: <ul style="list-style-type: none"> Seniors / 55 Loyalty Multi-Policy discount (3 or more coverage's) Combined discount Back to Base Alarm (Contents only) 	Discounts
5. Provide the quote 	SUMMARISE QUOTE COSTS:	<i>This quote is an estimate only. The premium for _____ insurance would be \$_____, with a standard excess of \$_____ (basic or voluntary - whichever is applicable).</i> <ul style="list-style-type: none"> Earthquake Excess Pet excess (if applicable) <i>Tailor the benefit to suit the underlying need</i>	Variable Excess Calculator

Sell the product

Step	Components	Reference / tips	
<div>6. Gather underwriting information</div> <div>  </div>	<div>ASK FOR THE BUSINESS</div> <div> <p>Would you like to go ahead with the policy now?</p> <p>What I can do is start this policy for you from the {date} so there is no lapse in your insurance and you are fully covered.</p> <p>or</p> <p>What I'll do for you is begin this policy from the {date} you sign your contract so that your home is fully covered.</p> <p>If No:</p> <p>Provide quote number and advise: If you wish to proceed with the policy we will need to ask you additional questions that may affect the acceptance, premium and excess.</p> </div>	Appendix C	
	<div>PRIVACY PROTOCOL</div> <div> <p>For non IVR new insurance calls:</p> <p>Your personal information is required to perform the service sought by you. We may share this information with our alliance partners and contractors so we can provide this service.</p> <p>Some insurance related information may be given to an insurance reference bureau and on occasions to other insurers and reinsurers.</p> <p>This personal information is available to you upon request.</p> </div>	Privacy	
	<div>DUTY OF DISCLOSURE</div> <div> <p>I have to tell you about your Duty of Disclosure.</p> <p>When answering our questions, you must be honest and you have a duty to tell us anything known to you, or which a reasonable person in the circumstances would include in answer to the questions. It is important that you understand you are answering the questions in this way for yourself and anyone else whom you want to be covered by the policy.</p> <p>We will use the answers in deciding whether to insure you and anyone else to be insured under the policy and on what terms. We may reduce or refuse to pay a claim, or cancel the policy, if you have not answered our questions in this way</p> </div>	Duty of Disclosure	
	<div>ORAL FSG</div> <div> <p>(telephone consultants only)</p> <p>I am able to contract general insurance products on behalf of RACQ Insurance and cannot provide financial product advice.</p> <p>I am an employee of RACQ, which is a 50% owner of RACQ Insurance. I am paid a salary by RACQ and any incentive bonuses paid to staff are not anticipated to exceed an average of 7% of salaries. These bonuses are not charged to you.</p> </div>	Non telephone consultants	
	<div>ORAL PDS</div> <div> <p>(telephone consultants only)</p> <p>The insurance cover you have selected is XXXXXXXXXXXX Insurance.</p> <p>You will receive a "Product Disclosure Statement" and your certificate of insurance. These will give you full details of your insurance. Please read them, including the exclusions.</p> <p>RACQ Insurance is the issuer of the policy. In the event that you have a complaint, you can contact us on phone number 13 1905.</p> </div>		
	<div>COOLING OFF PERIOD</div> <div> <p>You will need to pay your insurance policy within 14 days. Please be aware that you have a 21 day cooling off period so if you decide to cancel your policy and you have not made a claim in that time, you will receive a full refund.</p> </div>	Cooling-Off Period	
	<div>EFFECTIVE DATE</div> <div> <p>What date would you like the insurance to start? (if not previously discussed)</p> </div>		
	<div>RISK CIRCUMSTANCE DETAILS</div> <div> <p>Were your Home and/or Contents previously insured?</p> <p>Who was the previous insurer</p> <p>What is the expiry date of the insurance?</p> <p>Are any of your contents in a commercial storage facility? (If applicable)</p> <p>What is the address of your Home and/or Contents to be insured?</p> <p>Has the customer signed a contract on the Home (Y/N) If no, advise Limitations.</p> <p>Is the policy to replace a current existing policy (Y/N) If no, advise Limitations</p> </div>	Storage	

Step	Components	Reference / tips
	RISK DETAILS <p> <i>What is the year your Home was constructed?</i> <i>What type of home do you have?</i> <i>Is your Home used for private or business purposes?</i> <i>Is your Home situated on a farm? If farm use.</i> <i>Is your Home permanently occupied?</i> <i>How is your Home occupied?</i> <i>Is your Home under any construction/renovation?</i> <i>Is your Home in a good state of repair?</i> <i>Does your home have a back to base monitored alarm?</i> All other Home and/or Contents details as, appropriate. </p>	Appendix C Under Construction Physical Condition
	<p><i>How much would you like to insure your home for?</i></p>	Sum Insured
	<div> <div> RISK EXTRAS (Where applicable) </div> <div> PET COVER </div> </div> <p> <i>Does your Home have the following security features?</i> <ul style="list-style-type: none"> Key operated deadlocks on all external doors other than security or screen doors? Key operated window locks on all windows? Steel bars / grills / security screens on all windows? Is there a safe at the home? Are there any other forms of security? <p><i>How much would you like to insure your Contents for?</i></p> <ul style="list-style-type: none"> Our policy has limitations on some contents items unless they have been listed, did you want to specify any items? Would you like cover for personal items covered for loss of damage anywhere in Australia or New Zealand? <p>We provide pet cover, do you have a dog or cat aged between 6 weeks & 10 years? If yes, Would you like cover for their veterinary treatment if they suffer from an unexpected injury or illness?</p> <p><i>Is your pet used in connection with any of the following activities:</i></p> <ul style="list-style-type: none"> Professional breeding purposes <p>For Dogs only:</p> <ul style="list-style-type: none"> In a business as a guard dog or used as a farm work dog Sporting events such as dog racing or animal hunting Has your pet been immunised and received annual booster for canine or feline diseases? Has your pet shown any signs of illness or does it have any pre-existing illness or defect? If No, continue <p>If Yes, We do not pay for pre-existing illness(es), disease(s) or defect. Note: Comment policy</p> <ul style="list-style-type: none"> Has a vet treated your pet in the last 12 months? If No, continue. If Yes, 'Comment policy with details' <p>Details of the pet:</p> <ul style="list-style-type: none"> Pet Type; Name; Sex; Breed; Age <p><u>A limit of two (2) pets per coverage applies for quotes & new business</u></p> </p>	Minimum Security - \$120,000 O/Occupied \$80,000 Tenanted/Rented Sum Insured

Step	Components	Reference / tips
	DISCLOSURE QUESTIONS	<p>Appendix C</p> <p><i>Please note that your answers to the following questions could affect any claim that you may make in the future.</i></p> <p><i>Have you or anyone else to be insured on this policy suffered any Home or Contents loss or damage whether an insurance claim was made or not, or had a liability claim made against you or anyone intended to be insured on the policy in the last 3 years?</i></p> <p>If yes, what and how many? Household Excess Calculator</p> <p><i>Have you or anyone else to be insured on this policy had any insurance declined, cancelled, voided or renewal refused, a claim rejected or special conditions imposed in the last 3 years?</i></p> <p>If yes, refer to the Support Team.</p> <p><i>Have you or anyone else to be insured on this policy been convicted of any criminal offence in the last 5 years?</i></p> <p>If yes, what and how many? Criminal History</p> <p>If the client was found guilty of an offence/s and the courts did not record the conviction it should still be used as the client was still in fact found guilty of an offence. The client may have been given a \$ fine and community work etc.</p>
	7. CONFIRM DETAILS	<p>If policy is in a business name or Home used for business purposes:</p> <ul style="list-style-type: none"> • What is your ABN? • What is your ITC%? <p>I will just confirm some details with you:</p> <ul style="list-style-type: none"> • The type of policy is _____ • Your policy number is _____ • Date policy effective from _____ • Your premium is \$ _____ • Your policy includes (as applicable) <ul style="list-style-type: none"> ○ Pet Cover ○ Advanced Cover (Owner Occupier) ○ Fusion/Motor Burnout (If Advanced Cover not applied) ○ Group/Selected Personal Items Cover ○ Excesses applicable <p>ITC = Income Tax Credits</p>
	PAYMENT OPTIONS	<p>Would you like to pay for the policy now?</p> <p>Methods</p> <ul style="list-style-type: none"> • Credit card • Annual payment – this can save you some money • We also offer a single yearly payment option; this can be set up to pay automatically from your credit card or bank account at renewal. There are no annual fees. • We also offer a monthly payment options; this can be set up to pay automatically from your credit card or bank account each month. There is a \$5 per month fee. <p>How would you like me to arrange that for you?</p>

Excesses

• Basic Excess	Home (Standard)	\$300
	Contents (Standard)	\$300
• Voluntary Excess	Optional excess 1 (X1)	Nil
	Optional excess 2 (X2)	\$150
	Optional excess 3 (X3)	\$200
	Optional excess 5 (X5)	\$500
	Optional excess 7 (X7)	\$750
	Optional excess 6 (X6)	\$1,000
• Advanced Cover Excess (if applicable)	Home	\$300
	Contents	\$300
	Optional excess 3 (X3)	\$200
	Optional excess 5 (X5)	\$500
	Optional excess 7 (X7)	\$750
	Optional excess 6 (X6)	\$1,000
• Non Personal excess (if applicable) • Pet excess (if applicable)	\$50, however if the certificate of insurance shows an additional Pet Excess then these excesses will be added together.	
	A \$300 non removable Earthquake Excess will apply to Home and/or Contents.	
• Earthquake		

GREEN = HELPFUL HINTS

BLACK = REQUIRED INFORMATION

RED = VERBATIM

RACQ Sales & Service Framework - Household quote


Appendix D



Appendix B

Step	Components		Reference / tips
1. Open the conversation	FRIENDLY GREETING	Good morning, this is Natalie speaking May I ask who I'm speaking with please? (Use the customers name throughout the conversation.)	
	ESTABLISH TYPE OF BUSINESS	What's the reason for your call today? Would you like a quote or a policy today? If the customer's answer to this question is: Quote - Complete steps 1 to 5 of this framework Policy - Complete steps 6 to 7 of this framework	
	EXPLAIN THE PROCESS	To work out a quote for you I'm going to ask you a number of questions about your home and/or contents and their condition, and your insurance history.	
2. Establish customer details	RACQ ASSOCIATION: <ul style="list-style-type: none">• CLUB• INSURANCE	Are you an existing RACQ member? What is your membership loyalty level? What existing policies do you have with RACQ Insurance? Do you or any other insured have a Seniors Card / or over 55 years of age? What do you like about your current policy / insurer? What lead you to choose XYZ insurance in the past? What's made you decide to look elsewhere? How is your current insurance policy working for you?	For existing RACQ / RACQ Insurance customers inform them they may be entitled to additional discounts.
	TYPE OF POLICY	What type of Insurance cover do you need? What date would you like the insurance to start? May I have the full address where your Home and/or Contents are located?	Full Address = Number, Street, Suburb & Postcode.
3. Gather underwriting information	HOME AND / OR CONTENTS DETAILS	What year was the Home constructed? What type of Home is it? Is your Home used for private or business purposes? Only when building type is "house" Is your Home situated on a farm? If farm use. Is your Home permanently occupied? How is your Home occupied? Only when Home required – What is the roof construction? Note: If the roof type is fibro/asbestos cement, you can continue with the quote, however do not provide premium to the customer. You will need to convert the quote to a new business policy, inputting all relevant data to be able to obtain a premium at the RS Screen. If the customer wants to proceed with the policy, you must go back to the RC screen, read all mandatory new business scripting including DOD, FSG and PDS, as well as confirm other details entered at quote stage. If the customer does not wish to proceed with policy, you must go to the PB screen and delete policy. All other Home and/or Contents details as, appropriate.	
		How much would you like to insure your home for? (when applicable)	Sums Insured
		How much would you like to insure your contents for? (when applicable)	Minimum Security - \$120,000 O/Occupied \$80,000 Tenanted/Rented
	HOME CONDITION	Is your Home under any construction/renovation?	
		Is your Home in a good state of repair?	Physical Condition
CLAIMS / CRIMINAL HISTORY	Please answer the following 2 questions. Have you or anyone else to be insured on this policy: <ul style="list-style-type: none">• made a household claim in the last 3 years?• in the last 5 years been convicted of any criminal offence?	If yes, what and how many? No Claim Discount Household Excess Calculator Criminal History	

Build rapport

Ask questions

		Appendix D	
Communicate Features and Benefits	Step	Components	Reference / tips
	4. Explain the policy	 <p>MATCH FEATURES AND BENEFITS TO CUSTOMER'S NEEDS</p> <p>Tailor the features and benefits to the customer. For example:</p> <p>Pet Cover (Contents) (if applicable) <i>How important is cover for your dog or cat if it suffered from an unexpected injury or illness? (Only available with Contents cover)</i></p> <p>Selected Personal Items (Contents) (if applicable) <i>How important is cover for specific personal items covered for loss or damage anywhere in Australia or New Zealand to you? (Only available with contents cover)</i></p> <p>Group Cover (Contents) (if applicable) <i>Would you like Group Cover to cover personal items for loss or damage anywhere in Australia or New Zealand? (Only available with contents cover)</i></p> <p>Pay By The Month (if applicable) <i>What preference do you have with regards to paying your premium? Paying the full amount or making smaller payments?</i></p> <p>Voluntary Excess <i>What's more important to you – the premium you pay up front or the protection you receive in the event of an accident or incident?</i></p> <p>Advanced Cover (Owner occupied) <i>Would you like Advanced Cover to cover you for accidental damage which automatically includes the motor burnout optional cover?</i></p> <p>Motor Burnout (if applicable) <i>How important is cover for burnout of electric motors to you?</i></p> <p>Flood <i>Our standard policy automatically covers Flash Flood and Stormwater Run-off for home cover limited to the greater of \$25,000 or 50% of your home sum insured. For contents, the cover is limited to the greater of \$25,000 or 50% of the contents sum insured, but not exceeding your contents sum insured. The automatic cover is limited to particular kinds of floods and stormwater run-off – those which are caused by heavy rain that fell no more than 24 hours prior to the flash flood or storm water run-off. Any other type of flood or stormwater run-off is not automatically covered.</i> <i>You may also be able to take out wider flood coverage as an optional extra.</i> <i>Would you like to apply for this additional coverage?</i></p>	<p>Optional Covers</p> <p>The use of the voluntary excess option can help overcome price objections by allowing the insured to manage the degree of risk that they wish to accept and the amount of premium that they pay</p> <p>Click for Sell The Product (If New Business without a quote) when Confirm Details is next step</p>
		<p>CHECK CUSTOMER'S ACCEPTANCE</p> <p><i>How do you feel about what I have discussed so far?</i> <i>What further information do you need?</i> <i>What questions do you have?</i></p>	
	5. Provide the quote	<p>DISCOUNTS</p> <p>Check discounts available to customer:</p> <ul style="list-style-type: none"> • Seniors / 55 • Loyalty • Multi-Policy discount (3 or more coverage's) • Combined discount • Back to Base Alarm (Contents only) 	<p>Discounts</p>

Step	Components	Appendix D		Reference / tips
<div>Sell the product</div>		SUMMARISE QUOTE COSTS:	<p><i>This quote is an estimate only. The premium for _____ insurance would be \$_____, with a standard excess of \$_____ (basic or voluntary - whichever is applicable).</i></p> <ul style="list-style-type: none"> • Earthquake Excess • Pet excess (if applicable) <p><i>Tailor the benefit to suit the underlying need</i></p>	Variable Excess Calculator
	6. Gather underwriting information 	ASK FOR THE BUSINESS	<p><i>Would you like to go ahead with the policy now?</i></p> <p><i>What I can do is start this policy for you from the {date} so there is no lapse in your insurance and you are covered.</i></p> <p><i>or</i></p> <p><i>What I'll do for you is begin this policy from the {date} you sign your contract so you are covered.</i></p> <p>If No:</p> <p>Provide quote number and advise: If you wish to proceed with the policy we will need to ask you additional questions that may affect the acceptance, premium and excess.</p>	
		PRIVACY PROTOCOL	<p><i>For non IVR new insurance calls:</i></p> <p>Your personal information is required to perform the service sought by you. We may share this information with our alliance partners and contractors so we can provide this service.</p> <p>Some insurance related information may be given to an insurance reference bureau and on occasions to other insurers and reinsurers.</p> <p>This personal information is available to you upon request.</p>	Privacy
		DUTY OF DISCLOSURE	<p>I have to tell you about your Duty of Disclosure.</p> <p>When answering our questions, you must be honest and you have a duty to tell us anything known to you, or which a reasonable person in the circumstances would include in answer to the questions. It is important that you understand you are answering the questions in this way for yourself and anyone else whom you want to be covered by the policy.</p> <p>We will use the answers in deciding whether to insure you and anyone else to be insured under the policy and on what terms. We may reduce or refuse to pay a claim, or cancel the policy, if you have not answered our questions in this way</p>	
		ORAL FSG	<p><i>(telephone consultants only)</i></p> <p>I am able to contract general insurance products on behalf of RACQ Insurance and cannot provide financial product advice.</p> <p>I am an employee of RACQ. RACQ Insurance is a wholly owned subsidiary of The Royal Automobile Club of Queensland Ltd. I am paid a salary by RACQ and any incentive bonuses paid to staff are not anticipated to exceed an average of 7% of salaries. These bonuses are not charged to you.</p>	Non telephone consultants Agent Oral FSG Do not read Oral FSG if Off-Line Agent

Step	Components	Reference / tips
	ORAL PDS <i>(telephone consultants only)</i> The insurance cover you have selected is XXXXXXXXXX Insurance. You will receive a “Product Disclosure Statement” and your certificate of insurance. These will give you full details of your insurance. Please read them, including the exclusions. You can also find a copy of the “Product Disclosure Statement” online at www.racqi.com.au RACQ Insurance is the issuer of the policy. In the event that you have a complaint, you can contact us on phone number 13 1905.	Appendix D
	COOLING OFF PERIOD You will need to pay your insurance policy within 14 days. Please be aware that you have a 21 day cooling off period so if you decide to cancel your policy and you have not made a claim in that time, you will receive a full refund.	Cooling-Off Period
	EFFECTIVE DATE What date would you like the insurance to start? (if not previously discussed)	
	RISK CIRCUMSTANCE DETAILS Were your Home and/or Contents previously insured? What is the expiry date of the insurance? Are any of your contents in a commercial storage facility? (If applicable) What is the full address of your Home and/or Contents to be insured?	Storage Full Address = Number, Street, Suburb & Postcode. Limitations Due to not having current insurance, there will be a 48 hour period before Bushfire, Flash flood and Stormwater run-off or Storm damage is applicable on this policy.
	RISK DETAILS What is the year your Home was constructed? What type of home do you have? Is your Home used for private or business purposes? Only when building type is “house” – Is your Home situated on a farm? If farm use. Is your Home permanently occupied? How is your Home occupied? Is your Home under any construction/renovation? Is your Home in a good state of repair? Does your home have a back to base monitored alarm? All other Home and/or Contents details as, appropriate.	Under Construction Physical Condition
	How much would you like to insure your home for? Is there a mortgage on the home?	Sum Insured

Step	Components	Reference / tips
	<p>RISK EXTRAS (Where applicable)</p> <p>PET COVER</p>	<p>Appendix D</p> <p>Does your Home have the following security features?</p> <ul style="list-style-type: none"> Key operated double cylinder deadlocks fitted to all external hinged doors? Key operated locks or patio bolts fitted to all external sliding and French doors? Key operated single cylinder locks fitted to all accessible windows? Security screens / mesh or grills fitted to all accessible windows? Is there a safe at the home? Are there any other forms of security? <p>How much would you like to insure your Contents for?</p> <ul style="list-style-type: none"> Our policy has limitations on some contents items unless they have been listed, did you want to specify any items? Would you like cover for personal items covered for loss of damage anywhere in Australia or New Zealand? <p>We provide pet cover, do you have a dog or cat aged between 6 weeks & 10 years? If yes, Would you like cover for their veterinary treatment if they suffer from an unexpected injury or illness?</p> <p>Is your pet used in connection with any of the following activities:</p> <ul style="list-style-type: none"> Professional breeding purposes <p>For Dogs only:</p> <ul style="list-style-type: none"> In a business as a guard dog or used as a farm work dog Sporting events such as dog racing or animal hunting <p>Has your pet been immunised and received annual booster for canine or feline diseases?</p> <p>Has your pet shown any signs of illness or does it have any pre-existing illness or defect? If No, continue</p> <p>If Yes, We do not pay for pre-existing illness(es), disease(s) or defect. Note: Comment policy</p> <p>Details of the pet:</p> <ul style="list-style-type: none"> Pet Type; Name; Sex; Breed; Age <p><u>A limit of two (2) pets per coverage applies for quotes & new business</u></p> <p>Minimum Security - \$120,000 O/Occupied \$80,000 Tenanted/Rented</p> <p>Sum Insured</p>
	<p>DISCLOSURE QUESTIONS</p>	<p>Please note that your answers to the following 3 questions could affect any claim that you may make in the future.</p> <p>Have you or anyone else to be insured on this policy:</p> <ul style="list-style-type: none"> suffered any Home or Contents loss or damage whether an insurance claim was made or not, or had a liability claim made against you or anyone intended to be insured on the policy in the last 3 years? <p>If yes, what and how many? Household Excess Calculator</p> <ul style="list-style-type: none"> had any insurance declined, cancelled, voided or renewal refused, a claim rejected or special conditions imposed in the last 3 years? <p>If yes, refer to the Support Team.</p> <ul style="list-style-type: none"> been convicted of any criminal offence in the last 5 years? <p>If Yes, what and how many? Have you had any other criminal convictions that you need to disclose?</p> <p>Click for Features and Benefits (if providing a policy without a quote)</p> <p>Criminal History</p> <p>If the client was found guilty of an offence/s and the courts did not record the conviction it should still be used as the client was still in fact found guilty of an offence. The client may have been given a \$ fine and community work etc.</p>

Step	Components	Reference / tips
7.	CONFIRM DETAILS	<p>Appendix D</p> <p>If policy is in a business name or Home used for business purposes:</p> <ul style="list-style-type: none"> • What is your ABN? • What is your ITC%? <p>I will just confirm some details with you:</p> <ul style="list-style-type: none"> • The type of policy is _____ • Your policy number is _____ • Date policy effective from _____ • Your premium is \$_____ • Your policy includes (as applicable) <ul style="list-style-type: none"> ○ Pet Cover ○ Advanced Cover (Owner Occupier) ○ Fusion/Motor Burnout (If Advanced Cover not applied) ○ Group/Selected Personal Items Cover ○ Excesses applicable <p>ITC = Input Tax Credits</p>
	PAYMENT OPTIONS	<p>Would you like to pay for the policy now?</p> <p>Methods</p> <ul style="list-style-type: none"> • Credit card • Annual payment – this can save you some money • We also offer a single yearly payment option; this can be set up to pay automatically from your credit card or bank account at renewal. There are no annual fees. • We also offer a monthly payment options; this can be set up to pay automatically from your credit card or bank account each month. There is a \$5.50 per month fee. <p>How would you like me to arrange that for you?</p> <p>PBTM Framework</p>

Excesses

<ul style="list-style-type: none">Basic Excess	<table><tr><td>Home (Standard)</td><td>\$300</td></tr><tr><td>Contents (Standard)</td><td>\$300</td></tr></table>	Home (Standard)	\$300	Contents (Standard)	\$300								
Home (Standard)	\$300												
Contents (Standard)	\$300												
<ul style="list-style-type: none">Voluntary Excess	<table><tr><td>Optional excess 1 (X1)</td><td>Nil</td></tr><tr><td>Optional excess 2 (X2)</td><td>\$150</td></tr><tr><td>Optional excess 3 (X3)</td><td>\$200</td></tr><tr><td>Optional excess 5 (X5)</td><td>\$500</td></tr><tr><td>Optional excess 7 (X7)</td><td>\$750</td></tr><tr><td>Optional excess 6 (X6)</td><td>\$1,000</td></tr></table>	Optional excess 1 (X1)	Nil	Optional excess 2 (X2)	\$150	Optional excess 3 (X3)	\$200	Optional excess 5 (X5)	\$500	Optional excess 7 (X7)	\$750	Optional excess 6 (X6)	\$1,000
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Optional excess 5 (X5)	\$500												
Optional excess 7 (X7)	\$750												
Optional excess 6 (X6)	\$1,000												
<ul style="list-style-type: none">Advanced Cover Excess (if applicable)	<table><tr><td>Home</td><td>\$300</td></tr><tr><td>Contents</td><td>\$300</td></tr><tr><td>Optional excess 3 (X3)</td><td>\$200</td></tr><tr><td>Optional excess 5 (X5)</td><td>\$500</td></tr><tr><td>Optional excess 7 (X7)</td><td>\$750</td></tr><tr><td>Optional excess 6 (X6)</td><td>\$1,000</td></tr></table>	Home	\$300	Contents	\$300	Optional excess 3 (X3)	\$200	Optional excess 5 (X5)	\$500	Optional excess 7 (X7)	\$750	Optional excess 6 (X6)	\$1,000
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Contents	\$300												
Optional excess 3 (X3)	\$200												
Optional excess 5 (X5)	\$500												
Optional excess 7 (X7)	\$750												
Optional excess 6 (X6)	\$1,000												
<ul style="list-style-type: none">Non Personal excess (if applicable)Pet excess (if applicable)	<p>\$50, however if the certificate of insurance shows an additional Pet Excess then these excesses will be added together.</p>												
<ul style="list-style-type: none">Earthquake	<p>A \$300 non removable Earthquake Excess will apply to Home and/or Contents.</p>												

GREEN = HELPFUL HINTS

BLACK = REQUIRED INFORMATION

RED = VERBATIM