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| <i>Name of Witness</i> | Sharron Lee CAMPBELL |
| <i>Date of Birth</i> | [REDACTED] |
| <i>Address and contact details</i> | [REDACTED] Redbank [REDACTED] [REDACTED] |
| <i>Occupation</i> | (A.O) Office of the Information Commissioner |
| <i>Officer taking statement</i> | Detective Sergeant Stephen Platz |
| <i>Date taken</i> | 7 th September 2011 |

Sharron Lee CAMPBELL states:

1. I am a Senior Privacy Officer with the Office of the Information Commissioner. I own and occupy a two storey townhouse located at unit [REDACTED] Redbank [REDACTED] Parish of Goodna). This is a multi-storey unit complex known as [REDACTED] situated approximately 1.5 kilometres from the Brisbane River in an area that contains both residential and commercial development.
2. I purchased this unit in 2006 and my solicitor conducted normal conveyancing searches prior to buying. One of the Council searches carried out by my solicitor revealed that this area had previously been flooded to a depth of 18.6 metres. My solicitor circled this as a point to be aware of, but that was only discussion which occurred on that issue. It did not concern me as I did not believe that the complex would have been allowed to be constructed if there was still a danger of flooding.
3. Approximately five years ago I took out an insurance policy for contents with NRMA insurance company. I was insured for a total of approximately \$160,000. At the time of taking out my contents policy with NRMA I cannot recall receiving a copy of the Product Disclosure Statement (PDS). I did, however, receive a copy of the policy on an annual basis which outlined a list of situations and property that was not covered. At no stage do I recall 'flood' being included in this list of exclusions.

Witness Signature [REDACTED]
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Signature of officer

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Queensland 4001 Australia
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4. Upon signing up with NRMA I presumed I had full comprehensive cover and I never thought to query their policy on flood related loss.
5. The building insurance is covered through the body corporate to which I pay monthly fees. At the time of purchasing my townhouse and thereafter I presumed the body corporate's insurance covered flood. The building insurer is CHU; it does not, and, as I now know, did not at the time of the flood event, cover for flood.
6. On the 11th day of January 2011 I became aware that flood waters were likely to affect suburbs in the Ipswich area including residences in [REDACTED] Street, Redbank. Throughout this day I made preparations to move my property to the upper level of the residence. Between 7:00 pm and 8:47 pm I observed the flood waters rise slowly through the tennis court and over the end of [REDACTED] driveway. It was at this stage I realised that the complex was in serious danger of being flooded. The water continued to rise and I decided to evacuate myself and most of my animals with neighbours at 9.18pm to their mother's house at a higher point in Redbank.
7. At approximately 11.00pm I returned to the complex with the neighbours to recover my other cat and one small bag of belongings. By this time the water was knee deep on the bottom level of my townhouse. Once obtaining these I again left the premises for my neighbour's mother's house, where I stayed during the flood event and immediately afterwards until I was able to secure alternative housing at Hendra.
8. Sometime in the early hours on the 12th day of January 2011 I contacted NRMA insurance in order to tell them about my situation and to lodge a claim. I had a phone conversation with an NRMA representative who advised me that I was not covered for flood but should name three items that I was not covered for. I do not know why this question was asked, and I was shocked at being told I was not covered, but I named my couch, television and one of my computers.

Witness Signature: [REDACTED]

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Signature of officer

9. Over the next two days I made repeated attempts to contact NRMA insurance to find out what was happening with my claim and if they required more information but I could not get through.
10. The floods peaked to about halfway up on the walls on the upper level of my townhouse. This is approximately 8 metres from ground level. I was only able to take my animals and one small backpack and bag of belongings with me when I evacuated and only a few of my personal items were placed high enough to be above the flood waters. I lost everything else, all my furniture, fixtures and other personal property, and my house was gutted during the cleanup. Furthermore, I also discovered that our body corporate insurance did not cover for flood. Everything which was damaged or destroyed had to be replaced at my expense. Once the floods resided I spent the evenings and early mornings compiling documents, photographs and lists for NRMA in order to further assess my claim. I am able to produce photographs of the damage to my contents and premises and a spreadsheet of my lost belongings.

Exhibit: **Series of photographs depicting damage to building and contents at [REDACTED] Redbank**

Marked Exhibit No/...

Exhibit: **Spreadsheet of contents destroyed by flood at [REDACTED] Redbank**

Marked Exhibit No/...

11. Shortly after relocating to the Hendra house, I contacted NRMA to arrange contents cover at that property. The NRMA representative on the phone immediately told me I was not covered for flood. I presume this was a policy put in place after the flood event as I had never before been told that.

12. Around the 15th of February 2011 I was contacted by an assessor from NRMA insurance. The assessor made arrangements to meet with me at my place to conduct an assessment on my premises. Shortly thereafter, the assessor attended my property; he looked around and took photographs. I gave him a folder with the printed spreadsheet of everything that I had catalogued since the flood. I also provided him with many receipts; I purchase the majority of my goods online, so was able to download receipts from my Gmail account and some documents, including some receipts, survived the flood. The assessor stated that I was not covered for flood damage but a decision had not been made on my claim. The assessor was pleasant and I could not fault his demeanour.
13. At about 10.20am on the 24th of February 2011 I received a phone call from Stacy of NRMA insurance. Stacy informed me that they were reviewing the circumstances to see whether flood was covered in my policy and that is why they sent an assessor out. She further stated that they had commissioned a hydrologists' report but the result had been unclear and they were commissioning a second report to examine the [REDACTED] Street specifically. She also told me that I could expect a decision on this issue in about two or three weeks and provided me with the direct phone number for the team that was handling my claim. I asked her if I could get a copy of the hydrologist report which had been done and she agreed to send it out to me.
14. On 18th March 2011, two hydrologists attended my property on behalf of NRMA; I noted this in my diary and am able to produce a copy. They asked me questions about how the flood had happened and took photographs. They were both very pleasant and I cannot fault their demeanour.

Exhibit: Copy of diary page of S Campbell for 18 March 2011 in relation to January flood event in Redbank

Marked Exhibit No/...

Witness Signature [REDACTED] Signature of officer

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15. After this time I received very little information from NRMA. It took five weeks for the company to send out the copy of my PDS and I still hadn't received the hydrologist report for the Redbank area which NRMA promised to send me. I found out that they had sent my PDS to the wrong address despite me giving them a PO Box address. This to me displayed a distinct lack of care and understanding.
16. My house was gutted and there was no way to secure it, leaving it open to vandalism, vermin and further weather damage, and I was living at a friend's house in a state of limbo. I had been continually told that I wasn't covered for flood, despite NRMA's ongoing investigations, so I decided to begin rebuilding my unit. I acquired a loan and commissioned a builder to commence repairs. The repairs were completed on the 18th of March 2011 and I moved back in the next day. The total cost of my repairs to my home and re-furnishing were in excess of \$50,000.
17. On the 3rd day of April 2011 I still had no information from NRMA with regards to my claim, nor had I been provided with a copy of the promised hydrologist's report. I had received minimal contact from them in relation to my claim for approximately \$137,000 and still had no explanation as to why I was asked to name three items I had lost. I had made a number of phone calls to them leading up to this date. On one occasion when I managed to get through I mentioned to them I was not happy with the length of time it was taking to finalise my claim and that I was going to contact the Financial Ombudsman. I subsequently contacted the Financial Ombudsman and they stated that, given the circumstances, it was not unreasonable for the process to take this length of time. I did not lodge a complaint.
18. On the 5th day of April 2011 I compiled a detailed submission outlining the impact of the 2011 floods and my subsequent dealings with NRMA. I forwarded this submission to the Queensland Floods Commission of Inquiry as part of [REDACTED] submission. I am able to produce my submission.

**Exhibit: Submission to Queensland Floods Commission of Inquiry
in relation to January flood event in Redbank**

Witness Signature [REDACTED] Signature of officer

Marked Exhibit No/...

19. At 10.12am on the 11th of April 2011 I rang NRMA to check the progress of my claim and the when I would be sent the hydrologist report I had requested. As a result of this phone call I was informed that I would not be receiving a copy of the hydrologist report. I made notes of this conversation and I am able to produce this.
- Exhibit: Notes of conversation of phonecall to NRMA on the 11th April 2011.**

Marked Exhibit No/...

20. On the 18th day of April 2011 I received a voicemail message on my mobile phone from Kim of NRMA advising me that she wished to discuss my claim. I then rang back but I only got her voice mail and left a return message. At about 10:35am I received a phonecall from Kim who advised me that they had determined that my damage was caused by flood and I was not covered. She further stated that NRMA would send a decision letter with supporting material on which the decision was based. I made notes of this conversation. I am able to produce a copy of these.

Exhibit: Notes of conversation with NRMA insurance made on 18th April 2011

Marked Exhibit No/...

21. On or about the 19th of April 2011 I received a letter from NRMA with regards to the final decision on my claim. The letter explained that I was not covered as my policy did not cover me for flood damage. I am able to produce this letter.

Exhibit: Letter from NRMA insurance addressed to Miss S L CAMPBELL dated 19th April 2011.

Marked Exhibit No/...

22. Overall, I am not happy with the way NRMA has dealt with my claim. The following is a summary of my complaints and suggestions on how insurance companies can better deal with clients in the future;
- a. A lack of timeliness with regards to claims. I understand that, given the unprecedented weather events and the number of claims with which NRMA would have been dealing, that any claim could take a long time to finalise, but I received only one phone call from NRMA concerning my claim between the 12/01/2011 and the 18/04/2011. There was a delayed response in receiving my PDS and I was initially told that I would receive the hydrologist report for my area but was then later told that I would not.
 - b. I believe NRMA was misleading with regards to flood cover. I do not believe it was absolutely clear that I was not covered for flood damage. The night of the flood I believed I was covered for flood and said so to a friend. Despite being told in my initial call to NRMA that I was not covered for flood, I was asked to name three items I had lost; this caused me to believe that at least some monies would be forthcoming from NRMA. Given that I was repeatedly told I was not covered for flood, I believe NRMA's efforts in sending insurance assessors and hydrologists was intended to support their position that I was not eligible to claim on my insurance. I believe that NRMA's failure to state this fact, along with the request that I name three items I had lost, and the insurance assessor telling me a decision had not yet been made, was misleading as it caused me to believe there might be some hope my claim would be honoured.
 - c. The policy I received each year from NRMA listed exclusions from the policy. Flood was not included in this list. I believe that each year insurance companies should be required to provide customers with a full list outlining all the events for which they are not covered. Furthermore, at the time of taking out their policies, customers should have to sign a document stating that they fully understand what they are not covered for. This system should also be mirrored 'on-line' with necessary controls in place to ensure customers must

read the PDS and list of exclusions and cannot simply check a box stating they have done so.

- d. The PDS and policy contracts should be re-worded so they can be understood by the average person. They need to be made simpler and terms must clearly defined. I am a qualified lawyer and even I have difficulty understanding them.
 - e. The term 'flood' is a meaningless word without a proper definition of this term. I believe that insurance companies need to develop an all encompassing definition of flood and explain this to all customers. If necessary, this definition should be legislatively based.
23. I have since become aware that the building insurance for strata title properties does not cover flood; based on extensive research such cover is not available. This means the equity in flood affected strata title properties cannot be used to secure finance for improvements or to purchase another property. It also means it may be impossible to sell such properties, as prospective purchasers will not be able to obtain finance secured by flood affected strata title properties. This is of significant concern.
24. I became aware of this issue when I recently attempted to purchase a new house in Narangba, located at the top of a hill. I applied to Suncorp for finance to purchase the Narangba house and pay off the remaining debts I had incurred recovering from the flood, secured by a mortgage over my Redbank townhouse, which I own outright, and the Narangba property. Conditional approval was issued subject to valuation of my Redbank townhouse. Final approval was issued conditional to there being insurance, including flood insurance, over the Redbank property. This was an impossible condition to meet. Without access to the equity in my Redbank townhouse I could not finance the purchase of the Narangba house.

Land Planning Issues

25. During the 2011 flood the water came up from the East/North East as the Pan Pacific Peace Gardens overflowed from the Brisbane River. The water then flooded the tennis court before moving slowly up the [REDACTED] driveway, moving from East to West. [REDACTED] slopes up from East to West and as the water rose it filled the houses as it passed.

26. I acknowledge that correlation does not equal causation, but it seems, from a layman's perspective, that the raising of the Ipswich Motorway and the construction of the Monash Overpass would likely have affected, if not the *depth* of the flood, the speed with which [REDACTED] flooded as those two constructions effectively create a dam with [REDACTED] right at the bottom. I have since been informed by Body Corporate Committee members that they had extensive discussions about drainage concerns regarding the Monash Overpass but I have no recollection of any public consultation or information being received from the developers.
27. As the former Secretary of the [REDACTED] Body Corporate Committee, I can advise that Committee has been taking action in relation to the overpass' construction and its possible affect during the flood, the first step of which was to submit Right to Information applications to Department of Transport and Main Roads and Ipswich City Council. I understand the Committee will be providing further information. Given the location of [REDACTED]—of which 40 out of 42 townhouses flooded, the majority over the second floor; the fact that the houses on [REDACTED] behind which [REDACTED] is located flooded only minimally, with only one, I believe, into living areas; the construction of the Monash Overpass and the heightened Motorway effectively creating a dam; and the lack of flood insurance available for strata title properties I believe that the Reconstruction Authority should resume [REDACTED] and bulldoze it to the ground. I believe that its development should never have been approved in the first place.

S.CAMPBELL

Justices Act 1886

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

- (1) This written statement by me dated 08/09/2011 and contained in the pages numbered 1 to 9 is true to the best of my knowledge and belief; and
- (2) I make this statement knowing that, if it were admitted as evidence, I may be liable to prosecution for stating in it anything that I know is false.

.....Signature

Signed at Brisbane this eighth day of September 2011

Witness Signature [REDACTED] Signature of officer