

DECLARATION
(Shaun Standfield)
Response to Requirements
#1694578 & 1710252
File 540158/1 #1723593 & #172590
Volume 1 ORIGINAL

STATUTORY DECLARATION OF
SHAUN STANDFIELD
QBE INSURANCE (AUSTRALIA)
LIMITED

IN RESPONSE TO THE
COMMISSIONER'S REQUEST
1699604/1707226

QFCI Date: 22/09/11 JM
Exhibit Number: 593

Oaths Act 1867

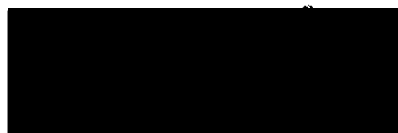
Statutory Declaration

QUEENSLAND
TO WIT

I, Shaun Standfield, of 85 Harrington Street, Sydney in the State of New South Wales, do solemnly and sincerely declare that:

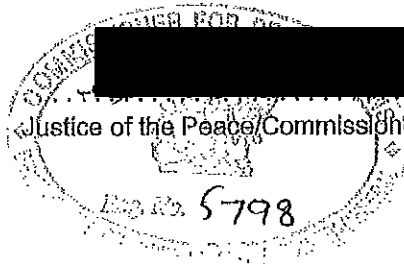
- 1 I am employed by QBE Insurance (Australia) Limited (**QBE**) as General Manager, Australian Intermediaries. I am authorised to provide this Statutory Declaration on behalf of QBE.
- 2 I provide this declaration in response to the request by Commissioner Justice C E Holmes to me dated 9 September 2011, that referred to a letter from Jane Moynihan to QBE dated 8 September 2011 (**Commissioner's request**). The Commissioner's request was to provide information and documents to the Queensland Floods Commission of Inquiry concerning a QBE policy holder, Thomas Paul Fischer. Attached to this Statutory Declaration and marked "Annexure A" is a copy of the letter from Jane Moynihan to QBE dated 8 September 2011.
- 3 My response to the Commissioner's request is attached to this Statutory Declaration and marked "Annexure B". The documents sought in the Commissioner's Request are attached to my response (namely in Annexure "B").

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



Signature of declarant

Taken and declared before me at Brisbane this 14th day of September 2011.



Justice of the Peace/Commissioner for Declarations/Solicitor

Annexure A

Our ref: Doc 1689804

8 September 2011

[REDACTED]
Head of Legal
QBE Insurance (Australia) Limited

By email: [REDACTED]

Dear Ms Williams

QBE Insurance (Australia) Limited – Requirement to Provide Information

The Commission is seeking information from QBE Insurance (Australia) Limited (QBE) in response to information received from an individual policy holder, Mr Thomas Paul Fischer. Mr Fischer holds a home and contents insurance policy with QBE for a property at [REDACTED] Middle Park Queensland 4074.

Please note that Mr Fischer may be called to give evidence in the Commission's public hearings in Brisbane in the week commencing 19 September 2011. If Mr Fischer is to be called as a witness, his statement will be provided to you as soon as the Commission is able to do so.

Mr Fischer has provided the Commission with the following information which is relevant to the Commission's inquiry pursuant to term of reference (b):

1. Mr Fischer has a house and contents policy with QBE. On 13 January 2011, Mr Fischer lodged a claim with QBE by telephone.
2. On 19 January 2011, an assessor from QBE attended the property and inspected the damage at the property.
3. On 8 February 2011, Mr Fischer received a letter from QBE, from an undisclosed author, attaching a copy of the assessor's report. The assessor's report stated that the damage was probably caused by flood and they were waiting for a general hydrology report.
4. Between 8 February 2011 and 18 April 2011, Mr Peter Andrew, National Business Improvement Manager for QBE, called Mr Fischer and stated that QBE had a heavy workload. Elements of Mr Fischer's claim were then discussed.
5. On 18 April 2011, Mr David Cox from Water Technology attended the property for an inspection. Despite requests to accurately establish the height of the habitable floor level of the property, no measurements were taken by Mr Cox.

6. On 27 April 2011, Mr Fischer received a letter from QBE, from an undisclosed author, advising that they had appointed a hydrologist for a site specific report on Mr Fischer's property and that the results would be available early to mid May 2011.
7. On 6 June 2011, Mr Fischer received a letter from QBE, from an undisclosed author, which enclosed the hydrology report which stated the claim had been denied. The letter stated that reason the claim was denied was on the grounds that the damage was caused by flood as defined by QBE. The hydrology report consisted mainly of figures, maps and graphs that were not specific to the property.
8. On 14 June 2011, Mr Fischer telephoned Peter Andrew of QBE to find out who to contact at QBE to discuss the situation. Mr Andrew informed him to contact Ms Christina Eller in the Dispute Resolution Department. Mr Fischer emailed Ms Eller on 15 June 2011 with the reasons for disputing the finding along with material in support of his claims.
9. On 15 July 2011, Mr Fischer emailed Christina Eller to inform her that as the 15 business day period for a reply to his email had lapsed without receiving a reply, he would send the correspondence to the Financial Ombudsman Service.
10. On 18 July 2011, Mr Fischer received an email from Ms Eller stating that Ms Juliette Eden had been allocated his file but had not completed the review of it, was absent from work and would contact him. Mr Fischer later received an email from Ms Eden requesting further information.
11. On 19 July 2011, Mr Fischer sent an email to Ms Eden responding to the request for further information.
12. On 25 July 2011, Mr Fischer received an email from Ms Eden advising that a further site specific hydrology report had been commissioned and he would be contacted by the hydrologist.
13. On 18 August 2011, Mr Fischer emailed Ms Eden advising her that he would be contacting the Financial Ombudsman Service as again no contact had been made for another period of over 15 business days.
14. On 22 August 2011, Mr Fischer received an email from Mr Richard Feld of QBE saying that the claim dispute had been transferred to him and that he had asked the hydrologist to contact him to make an appointment. Mr Fischer later received a phone call from Mr Cox and he arranged an appointment for Wednesday the 24 August 2011.
15. On 23 August 2011, Mr Fischer lodged a complaint with the Financial Ombudsman Service.
16. On 24 August 2011 Mr Cox and his team leader 'Chris' attended Mr Fischer's property. During this time they spoke with Mr Fischer, stated they did not agree with the hydrology report Mr Fischer had provided for a neighbouring property at Fairway Views Townhouse Complex. They did not take any measurements at his property or make any further inspection, but did, on Mr Fischer's request, view a stormwater outlet 100 metres to the east of the property.
17. On 25 August 2011, Mr Fischer received an email stating it would take another 15 business days to make a decision.
18. There has been no further contact from QBE or their representatives at the date of writing this letter.

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

1. In respect of point 1 above:
 - 1.1. Does this account accord with QBE's records?
 - 1.2. What is the claim number?
 - 1.3. What is the policy number?
2. In respect of point 2 above:
 - 2.1. Does this account accord with QBE's records?
3. In respect of point 3 above:
 - 3.1. Please provide a copy of the letter and the assessors report.
4. In respect of point 4 above:
 - 4.1. Please advise the extent to which QBE kept Mr Fischer informed of the progress of his claim from 13 January onwards, including: the dates on which QBE contacted Mr Fischer; the mode of communication each time QBE contacted him; the details of the information given to Mr Fischer on each occasion QBE contacted him.
5. In respect of point 5 above:
 - 5.1. Did Mr Cox attend the property as outlined? If so, what was the purpose of his attendance at the property?
 - 5.2. Were measurements taken to accurately establish the height of the habitable floor level? If yes, please provide a copy of these measurements. If not, why not?
6. In respect of point 6 above:
 - 6.1. Was a site specific hydrology inspection conducted? If so when was it conducted?
 - 6.2. Was a site specific hydrology report written?
 - 6.3. Who conducted the inspection?
 - 6.4. What were the findings in the hydrologists report?
 - 6.5. Please provide a copy of the hydrology report.
 - 6.6. If a site specific hydrology report was not obtained, why not?
7. In respect of point 7 above:
 - 7.1. When was Mr Fischer's claim determined?
 - 7.2. What was the reason that the claim was denied?
 - 7.3. Please provide details of the steps taken, including any investigations made, in determining Mr Fischer's claim; and details of when each step was taken.
 - 7.4. What information did QBE rely upon in making the decision about Mr Fischer's claim? Was all this information provided to Mr Fischer's? If not, why was it not provided?
 - 7.5. Did any factors impede the timeliness of the determination of Mr Fischer's claim?
 - 7.6. Was the hydrology report provided to Mr Fischer with his letter of denial specific to Mr Fischer's property? If not, why not?
 - 7.7. Please provide a copy of this hydrologist's report.
8. In respect of point 8 above:
 - 8.1. Did Mr Fischer submit his request for a review of the decision to refuse his claim to QBE, initiating the complaints/Internal Dispute Resolution process? If so, when?

9. In respect of point 9 above:
 - 9.1. Is it the case that QBE did not respond to Mr Fischer's email of 15 June 2011 by 15 July 2011?
 - 9.2. If so, what was the reason for the delay in contacting Mr Fischer between 15 June 2011 and 15 July 2011?
10. In respect of point 10 above:
 - 10.1. Is it correct that the review was not completed?
 - 10.2. If so, what was the reason for the review not being completed at this time?
 - 10.3. What further information was Mr Fischer required to provide?
 - 10.4. What was the relevance of this information?
 - 10.5. Why was he asked to provide this further information?
11. In respect of point 11 above:
 - 11.1. Do QBE's records accord with this? If not, specify the respects in which they do not.
12. In respect of point 12 above:
 - 12.1. What was the reason for commissioning a further site specific hydrology report?
13. In respect of point 13 above:
 - 13.1. Did QBE contact Mr Fischer between his email of 19 July 2011 and 25 August 2011? If not, why not?
 - 13.2. What was the reason for the further delay in not contacting Mr Fischer within 15 business days?
14. In respect of point 14 above:
 - 14.1. Why was Mr Fischer's matter transferred to another person?
 - 14.2. What was the reason for the delay in arranging for the hydrologist to attend Mr Fischer's property between the correspondence received on 25 July 2011 and 22 August 2011?
 - 14.3. Did Mr Feld arrange an appointment on 24 August 2011 for the hydrologist? If so, what was the reason for not arranging an appointment with the hydrologist at an earlier point in time?
15. In respect of point 15 above:
 - 15.1. Please provide copies of all documentation submitted by Mr Fischer to the Financial Ombudsman Service which is in the possession of QBE.
 - 15.2. Please provide copies of all documentation QBE submitted to the Financial Ombudsman Service in respect of Mr Fischer's complaint.
 - 15.3. Please provide copies of all correspondence from Financial Ombudsman Service to QBE about Mr Fischer.
16. In respect of point 16 above:
 - 16.1. Please provide information about what further investigations were made on 24 August 2011 and how these differ from any previous investigations at the property carried out by QBE or person's engaged by QBE.
 - 16.2. Did QBE carry out measurements and/or make inspections on this day? If not, why not?

17. In respect of point 17:

17.1. What is the reason QBE stated that it would take another 15 business days to make a decision?

17.2. Has Mr Fischer been sent or communicated any further information regarding the review of his claim at the date of writing this letter? If so, what? And please provide copies. If not, why not?

17.3. When do you expect to have made a decision on his claim?

18. Please provide:

18.1. A copy of Mr Fischer's contract of insurance which applied in January 2011.

18.2. Copies of all written correspondence between QBE and Mr Fischer about his claim.

18.3. Copies of all records/notes of communication between Mr Fischer and QBE, including audio recordings.

19. Is it QBE's practice not to include author names on letters it sends to insured persons? If so, in what circumstances and why?

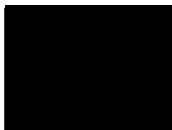
The Commission will require the information requested above in the form of a statement/s, under oath and affirmation, by a representative/s of CGU Insurance who has direct knowledge of this matter. To that end, please identify the person/people who will provide the statement/s, by 3 pm, Friday, 9 September 2011. On receiving that information, the Commissioner will issue a Requirement/s to the nominated person/people to provide a statement/s, in the terms described in this correspondence, by 12 noon, Wednesday, 14 September 2011.

Please note that the person/people who provides the statement/s may be required to give evidence in the Commission's public hearings during sittings in Brisbane, which are scheduled for the weeks commencing 19 September 2011, 3 October 2011 and 24 October 2011.

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

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

Yours sincerely



Jane Moynihan
Executive Director

Annexure B

QUEENSLAND FLOODS COMMISSION OF INQUIRY

Statement of Shaun Standfield

I, Shaun Standfield, of 85 Harrington Street, Sydney in the State of New South Wales, General Manager, Australian Intermediaries, solemnly and sincerely affirm and declare:

Requirement from the Queensland Floods Commission of Inquiry

In answer to the questions raised in the Commission's letter dated 8 September 2011 in respect of Mr Thomas Paul Fischer:

1. In respect of point 1 above:

1.1 Does this account accord with QBE's records?

Yes

1.2 What is the claim number?

[REDACTED]

1.3 What is the policy number?

[REDACTED]

2. In respect of point 2 above:

2.1 Does this account accord with QBE's records?

Yes

3. In respect of point 3 above:

3.1 Please provide a copy of the letter and assessor's report

Please see Attachment 1.

4. In respect of point 4 above:

Please advise the extent to which QBE kept Mr Fischer informed of the progress of his claim from 13 January onwards, including the dates on which QBE contacted Mr Fischer; mode of communication each time QBE contacted him; the details of the information given to Mr Fischer on each occasion QBE contacted him

Please see Attachment 2 for a chronology of this matter.

5. In respect of point 5 above:

5.1 Did Mr Cox attend the property as outlined? If so, what was the purpose of his attendance at the property?

Yes, Mr Cox of Water Technology attended Mr & Mrs Fischers' property on 18 April 2011 to conduct a site inspection of the property and to speak with Mr & Mrs Fischer for the purposes of producing a site specific hydrology report.

5.2 Were measurements taken to accurately establish the height of the habitable floor level? If yes please provide a copy of these measurements. If not, why not?

Attachment 3 is a copy of the hydrologist's site notes taken during the site visit on 18 April 2011.

As per the drawing in the site notes, Mr Cox did take relevant measurements on 18 April 2011. Other relevant data is available from appropriate sources (e.g. Brisbane City Council).

6. In respect of point 6 above:

6.1 Was a site specific hydrology inspection conducted? If so when was it conducted?

Yes, a site inspection was conducted on 18 April 2011. A further inspection, for the purpose of preparing a supplementary site specific hydrology report, took place on 24 August 2011.

6.2 Was a site specific hydrology report written?

Yes, dated 3 June 2011.

6.3 Who conducted the site inspection?

Mr Cox of Water Technology conducted the site inspection on 18 April 2011.

Mr Cox and Mr Catalano of Water Technology conducted the second site inspection on 24 August 2011.

6.4 What were the findings in the hydrologist's report?

The Water Technology report dated 3 June 2011 concluded that the damage to Mr Fischer's property was the result of flood water, caused by backwater from the Brisbane River.

QBE is awaiting the hydrologist's supplementary report further to the second site inspection on 24 August 2011.

6.5 Please provide a copy of the hydrology report

Please see Attachment 4 for the hydrology report dated 3 June 2011.

6.6 If a site specific report was not obtained, why not?

N/A

7. In respect of point 7 above:

7.1 When was Mr Fischer's claim determined?

QBE declined the claim in writing on 6 June 2011 as per Attachment 1

7.2 What was the reason that the claim was denied?

On considering all of the information available including the applicable policy of insurance held by Mr & Mrs Fischer, the information supplied by Mr Fischer, the ICA Hydrology Report Volumes 1 and 2, the loss adjuster's report, the site specific hydrology report, and the Queensland Reconstruction Authority Interactive Flood Map, it was determined that the damage claimed to building and contents at [REDACTED] Middle Park was caused by flood. Flood is excluded from cover under the applicable policy of insurance.

7.3 Please provide details of the steps taken, including any investigations made, in determining Mr Fischer's claim; and details of when each step was taken

The chronology at Attachment 2 details the steps and dates in determining the claim.

7.4 What information did QBE rely upon in making the decision about Mr Fischer's claim? Was all this information provided to Mr Fischer? If not why was it not provided?

QBE relied upon the information provided by Mr & Mrs Fischer, the loss adjuster's reports, the ICA Hydrology Report Volumes 1 and 2, the site specific hydrology report dated 3 June 2011, the Queensland Reconstruction Authority Interactive Flood Map, and the applicable policy wording.

Yes, with the exception of the ICA Hydrology Report all information was provided in hard copy. The ICA Hydrology Report was referenced via internet link in our letter dated 6 June 2011 as it too large to provide in hard copy.

7.5 Did any factors impede the timeliness of the determination of Mr Fischer claim?

QBE had to await the provision of the ICA Hydrology Report Volumes 1 & 2 in respect of flooding in the Brisbane area. This extensive report was received on 10 March 2011 and then reviewed.

A site specific hydrology report was requested on 18 March 2011 and received on 6 June 2011 and reviewed.

At the time of determining Mr & Mrs Fischer's claim, QBE had received and was actioning an abnormally high number of claims due to the Qld Floods and Cyclone events. There was also a limited number of loss adjusters and hydrologists available to service the increased volume of work.

In the circumstances QBE believes it generally handled Mr & Mrs Fischer's claim in an appropriate and timely manner.

7.6 Was the hydrology report provided to Mr Fischer with his letter of denial specific to Mr Fischer's property? If not, why not?

Yes. The site specific hydrology report (Attachment 4) included a description of the enquiries conducted and information relied upon. It included 8 photographs and 2 mapping images of Mr & Mrs Fischer's property and surrounds. The report also discussed the antecedents of the Brisbane flood.

7.7 Please provide a copy of the hydrologist's report

Please see Attachment 4.

8. In respect of point 8 above:

8.1 Did Mr Fischer submit his request for a review of the decision to refuse his claim to QBE, initiating the complaints/internal dispute resolution process?

Yes, Mr Fischer sent an email to QBE on 15 June 2011 requesting Internal Dispute Resolution (IDR) review of his claim.

9. In respect of point 9 above:

9.1 Is it the case that QBE did not respond to Mr Fischer's email of 15 June 2011 by 15 July 2011?

Yes.

9.2 If so what was the reason for the delay in contacting Mr Fischer between 15 June 2011 and 15 July 2011?

The IDR request was allocated to an IDR officer on 22 June 2011 and an initial review was undertaken. Mr Fischer was not contacted and advised of the additional enquiries required and the need for an extension of time to complete these enquiries. This was an oversight and a General Manager from QBE provided an apology to Mr Fischer by telephone and by email on 18 July 2011.

10. In respect of 10 above:

10.1 Is it correct that the review was not completed?

Yes. It should be noted that the email from Ms Eller was dated 15 July 2011, not 18 July 2011.

10.2 If so, what was the reason for the review not being completed at this time ?

Inconsistencies in the chronology of events that had been described in the documents before QBE required further investigation.

The IDR officer requested further information from Mr & Mrs Fischer regarding this and then determined that a supplementary hydrology report was required. This report is expected to be provided this week and upon its receipt will be forwarded to Mr & Mrs Fischer and the Commission.

10.3 What further information was Mr Fischer required to provide?

Mr & Mrs Fischer were emailed on 18 July 2011 to provide further information to assist in determining the cause of inundation. The IDR officer summarised the contents of Mr Fischer's email of 15 June 2011 and requested that Mr Fischer review this, answer additional questions and add any further information as follows:

Tuesday 11 January:

- *In the morning, Jan returns to the house rather than proceed to the airport as planned. Roughly what time did she return to the house? Was it raining when she got home?*
- *Jan then spends all day and night moving belongings to the upper level of the house. Did she see any storm water or river flood waters during this time? If so, where? Also, did it continue to rain during this time? When did it stop raining?*

Wednesday 12 January:

- *In the morning, neighbours and friends help Jan to move other belongings (e.g. car and golf buggy) to higher ground. Was it raining? Did she see any storm water or river flood waters during this time? If so, where?*

- Later that day, Jan leaves the house. At the time when she left, the inundation of the property was just beginning. The water had come from the east of the property, not from the rear. **Roughly what time did she leave the house? Where had the water got to? e.g. had it entered the yard only, or had it started to enter the house?**

Thursday 13 January:

- Tom and Jan return to the house at about 7am. The water had receded to way below floor level. **Where was the water at this time? e.g. out of the house but still in the yard.**

10.4 What was the relevance of this information?

The information was relevant in determining:

- whether there was more than one inundation event;
- the cause(s) of the inundation event(s);
- whether a supplementary site specific report was required; and
- the specific instructions to put to the hydrologist.

10.5 Why was he asked to provide this further information?

Please see 10.4 above.

11. In respect of point of point 11 above:

11.1 Do QBE records accord with this? If not, specify the respect in which they do not

Yes, Mr Fischer sent an email to QBE on 19 July 2011 in response to the email of 18 July 2011 as described in 10.3.

12. In respect of 12 above:

12.1 What was the reason for commissioning a further site specific hydrology report?

Mr Fischer stated his opinion that either:

- the site was not inundated by river flood but by flash flood and /or storm water runoff; or
- the site was initially inundated by flash flood and/or storm water runoff and then subsequently by river flood.

Mr Fischer had also clarified his chronology of events. Mr Fischer stated that previous information supplied by Mrs Fischer to the loss adjuster (and subsequently relied upon by the hydrologist) may have had anomalies.

Mr Fischer raised several issues in respect of the hydrology report which required further investigation and clarification. Mr Fischer made reference to an engineer's report in respect of neighbouring properties which concluded that the inundation at that site was caused by flash flood and / or rainwater runoff. He therefore disputed the conclusions in the site specific hydrology report for his property.

Mr Fischer also made reference to a Brisbane City Council Flood Map of Middle Park, which he alleged showed the extent of the January 2011 inundation event and indicated that his property had not been inundated by river flood.

It was therefore necessary to obtain a supplementary site specific hydrology report to on the issues raised by Mr Fischer.

13. In respect of point 13 above:

13.1 Did QBE contact Mr Fischer between his email of 19 July 2011 and 25 August 2011?

Yes. An email was sent to Mr Fischer on 19 July 2011 requesting clarification of the source of the Brisbane City Flood Map which he had made reference to in his letter of 15 June 2011. Mr Fischer replied the same day. An email was sent to Mr Fischer on 25 July 2011 confirming that a hydrologist had been instructed to prepare a supplementary site specific hydrology report, and that once the report was available the IDR officer would endeavour to conclude investigations and provide a full response within a further 15 business days.

Mr Fischer and Ms Eden agreed in a telephone conversation on 18 July 2011 that until the supplementary report was received, QBE would not make further contact unless something of significance occurred. Mr Fischer was therefore not contacted further.

However, in response to an email from Mr Fischer, an email was sent to Mr Fischer on 22 August 2011 to advise that his matter had been transferred to another IDR officer, Mr Feld, and that QBE had reminded the hydrologist to arrange the further a site inspection. Mr Feld confirmed by email that on receipt of the supplementary report he would endeavour to complete the investigation and provide a full response within a further 15 business days

13.2 What was the reason for the further delay in not contacting Mr Fischer within 15 business days?

As described in 13.1, it was agreed by Ms Eden and Mr Fischer on 18 July 2011 that further contact would not be required unless there were substantive developments. Mr Fischer was aware that the supplementary report would take approximately 6 weeks. See attachment 8.

14. In respect of 14 above:

14.1 Why was Mr Fischer's matter transferred to another person?

The matter was transferred as Ms Eden took up another position within QBE.

14.2 What was the reason for the delay in arranging for the hydrologist to attend Mr Fischer's property between the correspondence received between 25 July 2011 and 22 August 2011?

QBE does not believe any undue delay occurred.

Following email correspondence with Mr Fischer on 18 and 19 July 2011 (see paragraphs 10.3 and 13.1) the hydrologist was instructed by telephone on 22 July and by letter on 25 July 2011. The instructions requested the hydrologist contact Mr Fischer to arrange an appointment for further a site inspection.

14.3 Did Mr Feld arrange an appointment on 24 August 2011 for the hydrologist? If so, what was the reason for not arranging an appointment with the hydrologist at an earlier point in time?

The date and time of the further site inspection was left to Mr Fischer and the hydrologist to arrange. However following contact from Mr Fischer on 22 August 2011, Mr Feld contacted the hydrologist and requested Mr Cox make direct contact with Mr Fischer as soon as possible. An email was also forwarded to Mr Cox

requesting that he confirm the date and time set for the second site visit. Confirmation was received later that day confirming a site inspection had been arranged for 24 August 2011. An email was then sent to Mr Fischer confirming this arrangement.

15. In respect of 15 above:

15.1 Please provide copies of all documentation submitted by Mr Fischer to the Financial Ombudsman Service which is in the possession of QBE.

No copies of any such documents have been received by QBE.

15.2 Please provide copies of all documentation QBE submitted to the Financial Ombudsman Service in respect of Mr Fischer's complaint.

No submission has been made as yet, as this has not been requested by the Financial Ombudsman Service.

15.3 Please provide copies of all correspondence from the Financial Ombudsman Service to QBE and Mr Fischer

Copies of correspondence from the Financial Ombudsman Service in QBE's possession are Attachment 5.

16. In respect of point 16 above:

16.1 Please provide information about what further investigations were made on the 24 August 2011 and how these differ from any previous investigations at the property carried out by QBE or persons engaged by QBE

Mr Cox and Mr Catalano of Water Technology met with Mr and Mrs Fischer for about two hours at the site discussing the issues they had raised and explaining the reasoning for the conclusion in Water Technology's first report. The hydrologists directed Mr Fischer to Brisbane City Council's Temporary Local Planning Instrument, Brisbane Interim Flood Response mapping and the ICA Hydrology Report for Brisbane. The hydrologists invited Mr & Mrs Fischer to contact them if further clarification was required regarding the engineer's report on the neighbouring properties (which Mr Fischer had referenced in his letter of 15 June 2011).

16.2 Did QBE carry out measurements and/or make inspections on this day? If not, why not?

QBE did not attend the site inspection.

17. In respect of point 17 above:

17.1 What is the reason QBE stated that it would take another 15 business days to make a decision?

In an email dated 22 August 2011, Mr Feld advised Mr Fischer that once the supplementary hydrology report was received, he would endeavour to conclude the investigations and provide a full IDR response within a further 15 business days, in accordance with The Code of Practice and FOS requirements.

17.2 Has Mr Fischer been sent or communicated any further information regarding the review of his claim at the date of writing?

QBE is awaiting the supplementary hydrology report and no further contact has been made.

17.3 When do you expect to have made a decision on his claim?

Water Technology advise that the supplementary hydrology report is imminent and a decision will be made as soon as possible on receipt of this but certainly within 15 days of receipt of the report.

18. Please provide:

18.1 A copy of Mr Fischer's contract of insurance which applied in January 2011.

Please see Attachment 6.

18.2 Copies of all written correspondence between QBE and Mr Fischer about his claim.

Please see Attachment 7.

18.3 Copies of all records/ notes of communication between Mr Fischer and QBE, including audio recordings

Please see Attachments 7 and 8.

19 Is it QBE's practice not to include author names on letters it sends to insured persons? If so, in what circumstances and why?

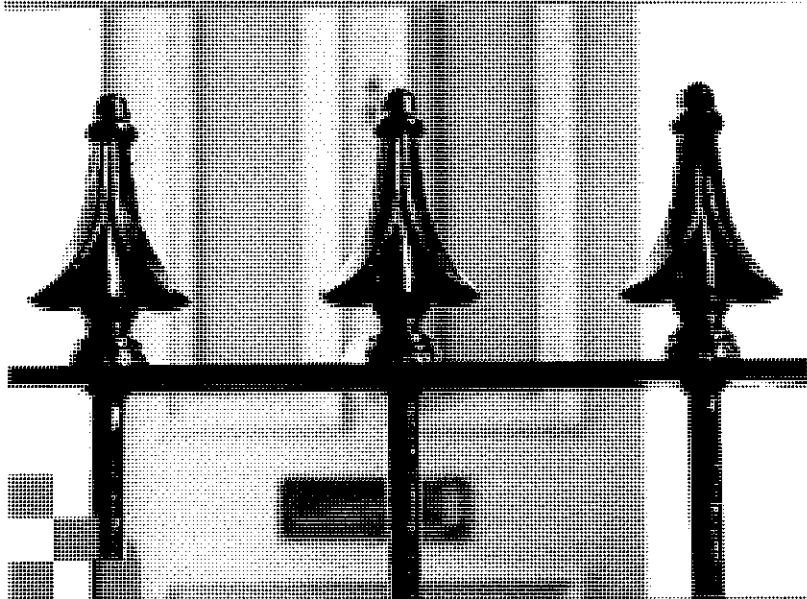
It is not QBE practice for unsigned letters to be issued to insured persons in business as usual circumstances.

In this Catastrophe event due to the high volume of claims being managed by many claims team members and giving consideration to matters of staff safety and security, it was decided to direct contact to both an email address and toll free phone number rather than individual staff. This enabled QBE to manage incoming matters and follow through with each customer more efficiently. The unsigned letters also contained an 07 area phone number which directed callers to claims managers only. Policyholders had access to speak with a claims manager or could leave a voice message which was responded to in 24 to 48 hours.

Attachments

1. Letter and assessor's report (question 3.1)
2. Chronology (questions 4.1 & 7.3)
3. Hydrologist's site notes (question 5.2)
4. Hydrologist's site specific report dated 3 June 2011 (question 6.5 and 7.7)
5. Copy correspondence from the Financial Ombudsman Service to QBE (question 15.3)
6. Copy of Mr Fischer's contract of insurance (question 18.1)
7. Copies of all written correspondence between QBE and Mr Fischer (question 18.2)
8. Copies a file note (question 18.3)

Home Cover Prestige



Insurance Product Disclosure Statement
and Policy Wording

 **QUEENSLAND POLICE
CREDIT UNION LIMITED**
You're In Safe Hands

www.qpcu.com.au 1317 5444



About this booklet

**This booklet contains 2 separate sections:
Part A and Part B.**

Part A – Product Disclosure Statement (PDS)

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

Part B – Policy Terms and Conditions

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your Financial Services Provider.

Introduction & Welcome

Thank you for choosing QBE and welcome to the peace of mind and customer service of QBE Insurance. In addition to offering quality products and service, we provide the security of one of the largest Australian owned international insurance companies.

Our insurance contains a number of options that can allow you to choose the cover you need. We aim to provide friendly and helpful customer service from your first call to us to our 24 hour emergency claims service.

The information in this booklet is important and we have aimed to make it as easy to understand as possible. Please take the time to read through it and call us if you need further information.

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**PART A –
PRODUCT DISCLOSURE STATEMENT (PDS)
FOR HOME AND CONTENTS ACCIDENTAL DAMAGE
POLICY**

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

Significant benefits and features

We believe the most significant benefits of this insurance Policy are that it protects:

- (a) your financial investment in your home and contents on a New for Old basis if they are lost or damaged due to malicious damage, accidental loss or damage. You can choose to cover your home, your contents, or both under this Policy.
- (b) you for your legal liability to third parties if they claim against you for compensation or expenses which you become legally liable to pay for:
 - the death of, or bodily injury to, any person
 - the loss of, or damage to, property.

Optional extensions are available for:

- (a) loss or damage of your valuables:
 - anywhere in Australia or New Zealand, and
 - for up to 90 days, anywhere in the world.
- (b) Workers compensation for your domestic workers (not applicable in Queensland, Victoria or South Australia)

The Policy provides:

- (a) cover for your home and contents up to their sums insured at the site, during the period of insurance, against:
 - malicious damage
 - accidental loss or damage (including events such as storm, fire, earthquake, and theft) but not loss or damage caused by tenants (their families) or their visitors.

We also cover you against:

- fusion of an electric motor
 - spoilage of food in domestic refrigerators or freezers if your contents are insured.
- (b) legal liability cover up to the limit shown on your policy schedule which includes:-
- liability for you or any member of your family in respect of ownership or occupancy of your home (where your home is insured under this Policy or where your home is a strata title residence and your contents are insured under this Policy)
 - personal legal liability anywhere in the world for you or any member of your family, where your contents are insured under this Policy.

This Policy also provides the following additional benefits:

(a) temporary removal of contents

If this Policy insures your contents in your primary residence then your contents are also insured

- anywhere in Australia or New Zealand
- anywhere in the world for up to 90 days

Some items are not covered. See Part B Terms and Conditions for full details. The maximum we pay under this additional benefit for items of:

- (i) jewellery, gold or silver articles, furs, watches
- (ii) collections of any kind
- (iii) mobile phones, portable electronic equipment

while they are temporarily removed is \$1,750 per item and \$7,500 in total, unless you have specified them under the valuables section and paid any additional premium.

- (b) fees incurred directly in relation to repair or replacement of your home
- (c) removal of debris
- (d) extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home
- (f) illegal use of a credit card or financial transaction card up to a maximum of \$5,000

- (g) temporary accommodation up to the highest of \$10,000, or 10% of the sum insured for your home or 10% of the sum insured for contents where the home is so damaged by the insured event that it cannot be lived in
- (h) contents being conveyed to your new residence, where your contents are insured. We insure your contents damaged directly by theft from the conveying vehicle involving the use of violent force, fire on the conveying vehicle, collision and/or overturning of the conveying vehicle while your contents are in transit by road to your new, principal place of residence in Australia up to a total of \$5,000
- (i) monitored alarm attendance after theft, where your contents are insured. We will pay up to \$1,250 for the reasonable costs actually incurred by you for the security firm that monitors your burglar alarm to attend your home during or immediately after an actual or attempted theft from your home
- (k) we insure you against any claims for compensation or expenses which you or any member of your family become legally liable to pay arising out of the use of a vehicle which is not paid for by any statutory compulsory third party scheme.

The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Home and Contents Accidental Damage Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage:

- (a) intentionally caused by you or a member of your family or a person acting with your consent or the consent of a member of your family
- (b) resulting from or caused by:
- inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
 - wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae
 - any consequential loss other than that specifically provided by this Policy
 - storm or wind damage to fences gates or retaining walls if they not made of steel, brick, concrete, masonry or stone (except in Queensland and Western Australia)

- water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
- erosion, subsidence, landslide or earth movement other than as a direct result of some specified events
- flood
‘flood’ means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir
- the action of the sea, high water.

The cover under this Policy will be limited to lightning, thunderbolt and earthquake for any period in excess of 90 consecutive days during which the home has been left unoccupied and you have not obtained our written agreement.

The Policy will not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) death or bodily injury to you or to any person who normally lives with you
- (c) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (d) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorised water craft in excess of 10 horsepower
- (e) the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis
- (f) directly or indirectly, out of or in connection with the actual or alleged use or presence of Asbestos
- (g) building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000
- (h) the ownership or use of any motor vehicle other than the cover given by the additional benefit – Motor Vehicle Liability.

The Policy will not insure you or your family against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

These are only some of the events that are not covered by this insurance. Please read the Home and Contents Accidental Damage Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

The amount of any claim made against the Policy may be reduced

- (a) where an excess applies (any applicable excesses will be shown in your Policy Schedule). A \$200 excess applies to earthquake claims (unless a greater excess is shown on your schedule).
- (b) where you have not requested the insured value of any item to be specifically specified in the Policy and where the value of that item exceeds any applicable sum insured sub limit
- (c) if you do not comply with any Policy condition and this contributes to any loss or damage
- (d) where the claim is for fusion and we apply depreciation because of the age of the motor.

You should refer to the General Conditions in Part B of this document for full details of all the General Conditions.

Some General Conditions include:

- you must tell us about changes that increase the risk of this insurance
- you must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

This Policy is issued on the basis that you live in the home and it is NOT let to tenants or used as a holiday home. We do not provide Accidental Damage Insurance for tenanted homes or holiday homes or their contents.

If you let the home to tenants or use the home as a holiday home, you must tell us beforehand. Should this occur during the period of insurance, we will cancel this Policy and offer you an alternative, lesser cover under our Home and Contents Insured Events Policy.

If you let the home to tenants or use it as a holiday home and you do NOT tell us, we will not insure you for malicious damage, accidental damage, or certain other events.

- we may agree to insure your home and contents only if certain specified burglary protection devices are installed. The required devices, if any will be noted on your Policy Schedule.
- you must take reasonable care to:
 - protect and maintain the property insured under this Policy
 - prevent damage or injury to others or their property
 - minimise the cost of any claim under this Policy, or
 - comply with all statutory obligations and by-laws or regulations relating to the safety of person or property.

If you do not, we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

Significant risks

This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this document) and the Policy Terms and Conditions (Part B of this document) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

This Policy is not suitable for insuring landlord's homes or contents or for holiday homes. An Insured Events Policy must be taken. There are limitations on the coverage provided by this Policy if you do not tell us that you let the home to tenants or you use the home as a holiday home.

Your sum insured may not be adequate

The Policy provides replacement or reinstatement conditions for home and contents which means that claims are settled without contribution for age, depreciation or wear and tear. It is important that the sums insured you select cover the cost of replacing your home and contents on a new for old basis. The sums insured that you select must make allowance for structural improvements (such as sheds, pergolas, and fencing), GST and any additional benefits that are included in the sum insured (for example: costs of removal of debris, architect's fees).

It is important that you read the sub-limits in the Terms and Conditions for items such as works of art, antiques, items of jewellery, collections, office equipment and cash. If you have an item or a group of items that will cost more than the sub-limit to replace, then you will need to nominate that item to ensure that it is covered for more than the sub-limit.

For example, there is a sub limit on jewellery of \$1,750 per item, and in total, 20% of the unspecified contents sum insured. If it would cost more than this to replace your jewellery as new, then you must specify your jewellery items to ensure that you are covered for its full value.

This Policy covers your contents at the site and they are also covered under Temporary Removal additional benefit 1. However, there are some additional limits on items while they are temporarily removed from the site. If you wish your portable valuable items including jewellery, and portable electronic equipment valued over \$1,750 per item or \$7,500 in total to be covered while they are away from your home, you must select and pay for optional Valuables cover.

Over-insurance

If your home or contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. Therefore, there is no benefit to you in over-insuring your property.

Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by instalments and your first instalment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for two or more consecutive instalments:

- we may refuse to pay any claim;
- we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

Home and Contents

- the property location
- age of insured's vehicle if registered for over 50%
- whether or not the insured is retired
- credit insured
- whether the insured receives Government pension or benefits
- how the home is heated (oil, gas or electric)
- whether a security alarm is installed
- the total weight of your home including furniture, window locks and doors
- the level of security that you have selected

Home only

- whether the Policy is also covering your contents
- the construction material of the home

Contents only

- whether the Policy is also covering your home
- whether or not the home has an alarm
- whether the substitute option is selected

Duty of Disclosure – What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a Policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the Policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **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 the 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 never having worked.

Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

• **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

Privacy

The Privacy Act 1988 (Cth) regulates the way private sector organisations, such as QBE, collect, use, protect and disclose personal information. We are committed to safeguarding your privacy and the confidentiality of your personal information.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims made by you.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim.

We, or our authorised agent, may disclose your personal information:

- To a mail house (for the purpose of printing and/or delivery of your mail or processing mail you have sent us);
- To a financier whose name appears on your policy (for the purpose of confirming the currency of your policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- To an organisation who provides you with banking facilities (for the purpose of confirming the reasons for payment made by you to us);
- To an insurance agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- To another person named as a co-insured on your policy (for the purpose of confirming if full disclosure has been made to us);
- To another insurer (to assess insurance risks or to assist with an investigation) or to another insurer or re-insurer who may be located overseas (for the purpose of seeking recovery from them);
- To a records management company (for the purpose of recording or storing our records which may contain your personal information);

- To an external dispute resolution organisation (for the purpose of resolving a dispute between us or between ourselves and a third party).
- To a market research company (for the purposes of conducting marketing research on our behalf).
- To our related entities so that they can also offer you products and services.

In addition to the above, in the event of a claim we or our authorised agent may disclose your personal information:

- To a repairer or supplier (for the purpose of repairing or replacing your insured items);
- To an assessor or investigator (for the purpose of assessing your claim);
- To a lawyer or a recovery agent (for the purpose of defending an action by a third party against you or for recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- To an insurance reference bureau (for the purpose of recording any claims you make on your policy);
- To a witness to a claim (for the purpose of obtaining a witness statement);
- To another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained about you from the above people or organisations.

In addition we will:

- Give you an opportunity to obtain access to your personal information and when necessary, correct any errors to this information. Generally we will do this without restriction or charge.
- Provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

For further information about our Privacy Policy or to access or correct your personal information, please contact the Compliance Manager QBE Insurance (Australia) Limited, GPO Box 82, Sydney NSW 2001. Telephone (02) 9375-4656, Fax (02) 8275-9022 or Email compliance.manager@qbe.com.

The General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice, developed by the Insurance Council of Australia. The Code aims to raise standards of practice and service in the insurance industry.

You can obtain a copy of the Code from any of our branches or by phoning 1300 133 024.

How to make a claim

Please contact QBE to make a claim. We have a 24 hour Claims Hotline that you can contact on 1300 361 516.

You should advise us as soon as possible of an incident which could lead to a claim.

Having the required documentation and possibly photographs of the items will assist in having your claim assessed and settled.

When you make a claim you must:

- return the completed claim form promptly together with all letters, documents, valuations, receipts or evidence of ownership that you have been asked to provide;
- allow us to inspect your home and take possession of any damaged property;
- take all reasonable steps to reduce the loss or damage, and to prevent any further loss or damage;
- inform the police immediately following theft or vandalism; and
- not get repairs done, except for essential temporary repairs, until we give you authority and we reserve the right to nominate the repairer or supplier.

These are only some of the things that you must do if making a claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in part B of this booklet.

Dispute resolution

Whilst we try to provide a quality service to you we realise that occasionally there may be some aspect of our service or a decision we have made that you may wish to draw to our attention or question.

If you would like to draw our attention to any matter or to question any decision we make, please contact us on 1300 133 024 and let us know of the issue. You may request a copy of our Dispute Resolution Process brochure which sets out the procedure for resolving complaints and disputes including your options if you still remain unhappy with our final decision.

Taxation implications

Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.
- When we pay a claim, your GST status will determine the maximum amount we pay.


Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

Cancelling your Policy

How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.


How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

PART B – POLICY TERMS AND CONDITIONS FOR HOME AND CONTENTS ACCIDENTAL DAMAGE POLICY

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The excesses set out in the section headed 'What you must pay if you make a claim – Excess' apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

Your Policy

Your Home and Contents Accidental Damage Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you need to contact us or you have any questions or you would like any further information regarding this insurance, refer to our contact details on the schedule or call us on 1300 133 024.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

Providing proof

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase, and
- valuations.

We may ask you for these if you make a claim. You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay you for it.

Other party's interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

How you can pay your premium

You can pay your premium:

- in one annual payment by cash, cheque, credit card or EFTPOS, or
- in monthly instalments by direct debit from your credit card or from your account with your financial institution.

Paying your annual premium

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

Paying your instalment premium

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date.

If you are renewing your Policy and you paid your previous Policy by instalments, we will continue to deduct instalments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If your first instalment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any two or more consecutive instalments of premium remained unpaid.

If two or more consecutive instalments of premium remain unpaid, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than 7 days before your next instalment is due.

Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.

When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- (a) not registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover including GST
- (b) registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover less any Input Tax Credit to which you are entitled or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Words with special meanings

Words with special meanings

Some key words and terms used in this Policy have a special meaning.

If words and terms are used in one Section of the Policy, we will describe their special meaning in that Section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Expression	Meaning
Period of insurance	The period shown in the Policy Schedule.
Policy Schedule	The schedule of insurance, or any endorsement schedule we give you.
Site	The address shown on your Policy Schedule where your home is located or your contents are kept.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
Your family	Any member of your family who lives permanently with you, including your partner.
You, your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

Cover for your Home & Contents – Accidental Damage

This chapter contains the following three sections:

- Section 1: What 'Home' and 'Contents' mean
- Section 2: Cover for your Home & Contents – Accidental Damage
- Section 3: Cover for your Legal Liability

Section 1: What 'Home' and 'Contents' mean

Home

Your Policy Schedule indicates whether your home is insured and the sum insured.

What 'home' means

Your 'home' is the dwelling used entirely or primarily as a place of residence at the site shown on the Policy Schedule.

'Home' includes the following:

- (a) outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, jetties and pontoons all of which are used for domestic purposes
- (b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings
- (c) services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement
- (d) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site.

What 'home' does not mean

'Home' does not include:

- (a) carpets (whether fixed or not), curtains or internal blinds
- (b) earth or gravel pathways or driveways or other unpaved surfaces
- (c) a hotel, motel, nursing home, boarding house, buildings of flats, strata title unit or caravan (whether fixed to the site or not)
- (d) any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery

- (e) a building in the course of construction
- (f) a building in the course of being demolished, or that is vacant pending demolition
- (g) a temporary building or structure
- (h) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch.

Contents

Your Policy Schedule indicates whether your contents are insured and the sums insured.

The total contents sum insured consists of:

- a sum insured for unspecified contents, and
- a sum insured for specified contents.

Specified contents are items of particular value that you have individually listed as specified items and that are listed on the Policy Schedule under 'Contents, specified items'.

What 'contents' means

'Contents' means, items (a) to (g) below, while they are at the site, and which belong to you or your family or for whose loss or damage you or your family are legally liable.

Contents are:

- (a) all household goods (including carpets whether fixed or not), personal effects, cash, coins and negotiables
Negotiables means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments.
- (b) articles of special value which you have listed on the Policy Schedule under 'contents specified items'
- (c) if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure
- (d) if you are a tenant, landlord's fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use

Section 1

(e) any of the following equipment if it does not require registration:

- golf buggies
- motorcycles up to 125cc engine capacity
- garden equipment, or
- motorised wheelchairs.

(f) canoes, surfboards, surfskis or sailboards, and any other watercraft up to:

- 4 metres in length, and
- 10 horsepower.

This means that if the watercraft is not a canoe, surfboard, surf-ski or sailboard and it is either longer than 4 metres, or, is powered by a motor or engine that is greater than 10 horsepower, it is not covered.

A watercraft motor:

- no more than 10 horsepower, and
- not attached to a watercraft, and
- at the site

will be treated by us as a watercraft accessory. If it is over 10 horsepower, it is not covered by this Policy.

(g) furniture and equipment of an office or surgery used by you or your family in your own business in the home and tools and equipment used for earning income by you or your family.

What contents does not mean

'Contents' does not include:

- (a) fish, birds or animals of any description
- (b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants)
- (c) any caravan or trailer
- (d) motorised vehicles other than those listed in point (e) under the heading 'What contents means'
- (e) watercraft other than those listed in point (f) under the heading 'What contents means'
- (f) aircraft or their accessories (other than a non-pilotable model aircraft)
- (g) accessories or spare parts, keys or remote locking or alarm

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devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft

- (h) photographic and video equipment and musical instruments or musical equipment used for earning any income
- (i) any property:
 - illegally in your possession
 - stored in a dangerous and illegal way, or
 - any equipment connected with growing or creating any illegal substance.
- (j) commercial or retail trade stock
- (k) your home or any part of your home.

Section 2: Cover for your Home & Contents – Accidental Damage

What you are insured against, and what you are NOT

You are insured against malicious damage, accidental loss or damage (including the Specified Events listed below) to your home, contents or both at the site during the period of insurance.

There is also some extended cover provided for your contents under additional benefit 1 - Temporary Removal, for when your contents are away from the site.

Specified Events

'Specified Events' means loss or damage directly caused by the following events (a) to (g):

- (a) fire
- (b) lightning
- (c) thunderbolt
- (d) explosion
- (e) implosion
- (f) earthquake
- (g) subterranean fire

Section 2

- (h) volcanic eruption
- (i) impact ('impact' means a collision of two or more objects)
- (j) aircraft and/or other aerial devices and/or articles dropped from them
- (k) sonic boom
- (l) theft
- (m) breakage of glass
- (n) the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising
- (o) falling objects
- (p) water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes
- (q) storm, tempest, rainwater, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow
- (r) power surge.

You are NOT insured against loss or damage caused by tenants or tenant's visitors or a tenant's family.

Whether you have selected cover for your home, contents or both is shown on your Policy Schedule.

There are some limits and exclusions described under 'How much we will pay' and 'When you are not covered', which you must read.

In addition, you are insured for loss or damage to your home, contents or both at the site, caused directly by any of the events set out in the left column of the following table (except to the extent indicated in the right column of the table).

You are insured against	But not
<p>(a) Fusion of an electric motor:</p> <p>Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.</p> <p>We will pay the cost of rewinding the motor, or at our option, replacing it. For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant driers, only if replacement of the refrigerant gas or drier is made necessary because of the fusion.</p> <p>You will have to contribute towards the total cost of repair or replacement including labour charges as follows:</p> <ul style="list-style-type: none"> - motors up to 10 years from the date of purchase when new or rewinding - no contribution - for each additional year - 20% per year. In no case will your contribution exceed 90% after applying the excess. 	<p>Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding.</p> <p>The cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches.</p> <p>Leakage of refrigerant gas and maintenance of refrigerant driers.</p> <p>Lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker).</p> <p>Electrical contact points where sparking or arcing occurs during ordinary use.</p> <p>The cost of retrieving, removing or replacing the pump section of pool or pressure pumps or the cost of retrieving submersible pumps or their driving motors.</p> <p>Electronic controllers or other electronics.</p>

Section 2

You are insured against	But not
<p>(b) Spoilage of food</p> <p>If this Policy insures your contents, we also pay for spoilage of food in domestic refrigerators or freezers at the site caused by:</p> <ul style="list-style-type: none">- breakdown of the refrigerator or freezer- failure of the electricity supply to the home.	<p>Spoilage as a result of:</p> <ul style="list-style-type: none">- strikes- switching off or disconnecting the electricity supply.

How we will pay

Home

(a) At our option we:

- repair the home, or
- replace the home to a condition substantially the same as, but not better than when new, or
- pay the reasonable cost of its repair or replacement to a condition substantially the same as when new, or
- pay up to the sum insured shown on your Policy Schedule.

If your home is damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for your home being damaged beyond economic repair, the Policy is exhausted and comes to an end.

(b) You may choose to have the home replaced at another site, but we do not pay more than the sum insured.

(c) If your home is damaged beyond economic repair and you do not commence rebuilding within 6 months of the damage occurring, (or any other period which we agree with you in writing) you may have to pay any increase in cost caused by your delay.

Section 2

- (d) If part of your home is damaged and we agree to pay your claim, we pay only for the part or parts of the home that actually sustained damage. We do not pay to replace any undamaged materials.

However, if:

- it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the damage occurring, and
- the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced

then we will replace both the damaged and undamaged material.

Example 1

There are 300 matching white, wall tiles in the bathroom. As a result of a burst pipe, 8 bathroom wall tiles are damaged. We would pay only the reasonable cost to repair or replace the 8 damaged tiles to a condition substantially the same as when new.

(In addition, we would pay for damage sustained in locating the leak-Additional benefit 24).

Example 2

There are 300 superseded, matching, wall tiles in the bathroom. As a result of a burst pipe, 140 wall tiles are damaged. It is impossible to locate tiles that reasonably match the remaining 160 tiles. Over 40% of the matching wall tiles have been damaged. Therefore, we would pay the reasonable cost to repair or replace all 300 tiles (140 damaged and 160 undamaged) to a condition substantially the same as when new. We would be entitled to keep the 160 undamaged wall tiles by way of salvage. We would not pay to replace any tiles located in a room other than where the loss or damage occurred.

- (e) Where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we:
- replace the materials with the nearest equivalent or similar new materials available in Australia or overseas, or
 - pay the cost to replace the materials with the nearest equivalent or similar new materials available in Australia or overseas.

Section 2

Contents

(a) At our option we:

- repair the damaged items, or
- replace the items with items substantially the same as, but not better than when new, or
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay up to the sum insured shown on your Policy Schedule.

If your contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for all your contents being damaged beyond economic repair, the Policy is exhausted and comes to an end. We will not pay more than the total contents sum insured for all contents lost or damaged.

(b) If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (e.g. If a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.

(c) If we agree to pay a claim where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.

(d) Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:

- replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
- pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

Section 2

(e) The maximum we pay on the following contents items is shown in the table below. You may obtain higher limits for (a), (b), (c), (f) or (g) by having any of these items specified on your Policy Schedule. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum Limit
(a) Works of art, pictures, tapestries, rugs, antiques	\$10,000 per item and in total 20% of the sum insured for unspecified contents
(b) Items of jewellery, gold or silver articles, furs, watches	\$1,750 per item and in total 20% of the sum insured for unspecified contents
(c) Collections of any kind	\$5,000 per collection and in total 20% of the sum insured for unspecified contents
(d) Office or surgical equipment used by you or your family in your or their own business in the home	\$15,000 in total
(e) Other equipment used by you or your family for earning income	\$5,000 in total
(f) Accessories, or spare parts of motor vehicles (including motor cycles and motor scooters), caravans, trailers and watercraft, NOT in or on the motor vehicle, caravan, trailer or watercraft. We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle, but we do not pay for any recoding of devices or changing of vehicle locks	\$1,000 in total
(g) Bicycles	\$2,000 per bicycle
(h) Cash, coins, negotiables or bullion	\$1,000 in total

Section 2

Note:

Where an item could be classified under more than one of the above maximum limits, (a) through to (h), the lower or lowest limit applies. For example, if an item of unspecified, antique jewellery worth \$3,000 was stolen from the home and we agreed to pay the claim, the maximum limit of \$1,750 for jewellery would apply rather than \$10,000 for antiques. If the item has been specified for \$3,000, then we would pay up to \$3,000 to replace the item. The sum we pay you would be subject to any applicable excess.

If we choose to pay to replace a specified item, we will pay no more than the amount that it would cost us to replace the item with an item substantially the same as, but not better than when new, even if you have specified the item for a higher amount, whether or not you have supplied a valuation. We have negotiated special arrangements with various suppliers to purchase items for less than retail cost. Premiums are therefore based upon us replacing items at less than retail cost.

Antiques

Where we pay a claim for an antique item, and the market value of the item exceeds the cost of its replacement with a new item because of its antiquity and rarity, we will treat the market value as though it is the cost to replace the lost or damaged antique with a new item.

For example:

An antique sterling silver claret jug created in 1880 is stolen and we agree to pay the claim. The antique jug has been specified for a value of \$11,000 and a valuation for \$1,000 has been supplied to us. To replace the item with the closest, similar new item would cost \$2,100. At the time of the loss, our inquiries indicate that to replace that antique item at market value would be approximately \$11,000 but there is no equivalent item currently for sale in Australia or overseas. The market value of the item is higher than the new replacement cost due to the item's antiquity and rarity. In this instance, we would pay you \$11,000 for the jug rather than \$2,100. The sum we pay you would be subject to any applicable excess.

(f) Floor and Wall Coverings, Blinds and Curtains

For wall coverings, and carpets and other floor coverings, curtains and internal blinds, we pay only for items in the room, hall or passage, where the damage occurred.

(g) Pairs and Sets

A 'pair or set' means 2 or more articles the collective value of which exceeds the sum of their individual values.

If any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

Section 3: Cover for your Legal Liability

What you are covered against

If this Policy covers your home

If this Policy covers your home or, if the home is a strata titled residence and your contents are insured under this Policy, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- (a) the death of, or bodily injury to, any person
- (b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance, arising out of the ownership of the home or occupancy of the home.

In this section we include land, trees, shrubs and other plant life on the site as part of your home.

If this Policy covers your contents

If this Policy covers your contents and, the home is your primary residence, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- (a) the death of, or bodily injury to, any person
- (b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance, anywhere in the world that is not related to the ownership of your home.

An 'occurrence' includes continuous or repeated exposure to substantially the same general conditions. We regard all death, bodily injury or loss or damage to property arising from one original source or cause as one occurrence.

Section 3

Additional benefits – Liability

These additional benefits apply only when you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence.

Motor Vehicle Liability

What we insure you against:

(a) We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- the death of, or bodily injury to, any person
- the loss of, or damage to, property

arising from the ownership, custody, or use of:

- any vehicle which is a type that is not required to be registered by law
- any motorised wheelchair
- any domestic trailer not attached to any vehicle

resulting from an occurrence during the period of insurance.

(b) We also insure you or any member of your family against claims for:

- death or bodily injury caused by you or your family solely as a result of you or your family being passengers in a registered vehicle
- death or bodily injury caused by any registered vehicle if the occurrence causing the death or bodily injury takes place at the site

during the period of insurance.

When we do not insure you or your family

We do not insure you or your family:

(a) if you or your family are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme

(b) if you or your family are entitled to be wholly or partly protected by any other policy of insurance which specifically covers the vehicle (except where this exclusion would contravene s.45 of the Insurance Contracts Act, 1985).

Committee Member of a Social or Sporting Club

What we insure you against:

We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable in Australia to pay for an alleged or actual act or omission arising out of your position as a committee member of a sporting club or social club.

We will not pay if you receive any payment or remuneration of any kind for holding the position.

The most that we will pay under this additional benefit in any one period of insurance is \$10,000.

We do not insure you or your family against liabilities arising from:

- (a) any act or omission for which you or your family receive reimbursement from the sporting or social club, or
- (b) any act or omission which is committed or alleged to have been committed prior to the period of insurance commencing or after it has ended.

What you are NOT covered against

(applies to 'Legal liability' and 'Additional benefits - liability')

When we do not insure you or your family

We do not insure you or your family:

- (a) against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos
- (b) against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

We do not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) death of or bodily injury to you or to any person who normally lives with you.

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In this exclusion we consider that a person normally lives with you, if that person:

- has used your home, or
- is living with you and intends or intended to use your home

as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence.

- (c) death of or bodily injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment
- (d) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (e) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
- (f) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
- (g) the conduct of any activity carried on by you or your family for reward except for letting the home for domestic purposes or babysitting on a casual basis

Babysitting cannot be considered to be on a casual basis where:

- the babysitting is not of a casual nature
 - any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
 - the income derived from babysitting is the primary or only source of the household's income
 - there is a registered business associated with the babysitting.
- (h) vibration or the weakening of, removal of or interference with support to land, buildings or other property
 - (i) building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000

Section 3

- (j) death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family
- (k) the ownership of land, buildings or structures other than the home insured by this Policy. If you have insured your contents only, then you are not covered for any legal liability arising from the ownership of any land, buildings or structures
- (l) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
- (m) the lawful seizure, confiscation, nationalisation or requisition of the property insured
- (n) destruction of or damage to property by any government or public or local authority
- (o) the ownership or use of any motor vehicle other than under the cover given by the 'Additional benefit - Motor Vehicle Liability'
- (p) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family.

What we will pay

- (a) We pay up to the limit shown in the schedule for any one occurrence.
- (b) We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.
- (c) In addition to this amount, we pay legal costs for which we have provided prior written approval.

Additional benefits

Additional benefits

We give you the following additional benefits. For any additional benefits to be payable, you must suffer or incur the relevant loss, liability or damage during the period of insurance.

We pay additional benefits 1 to 17 as part of the sums insured for home or contents, depending on the type of cover you have chosen:

1. Temporary removal of your contents

This additional benefit applies if this Policy insures your contents in your primary residence.

We insure your contents anywhere:

- in Australia or New Zealand while you have temporarily removed them from the site, and
- in the rest of the world while you have temporarily removed them from the site, for a period of up to 90 days, in any one period of insurance.

But, under this additional benefit 1, we do not insure:

(a) the following items:

- contents in transit during a permanent removal from the site (other than as described in Additional benefit 10 – Contents being conveyed to your new residence)
- contents permanently removed from the home (other than as provided in Additional benefit 8 – Change of Site)
- aircraft, aerial devices or equipment normally associated with them
- property used in connection with a profession, trade or business
- motor vehicles (including motor cycles and scooters), caravans and trailers and their spare parts and accessories.

or

(b) the following items and their accessories or spare parts while they are contained in or on or attached to a tent, vehicle, watercraft, aircraft or in the open air:

- canoes, surfboards, surf skis & sailboards or other watercraft
- ride on golf buggies and ride on mowers.

'Open air' includes non lockable structures and non lockable parts of structures not at the site.

Additional benefits

The maximum we pay for items of:

- (i) jewellery, gold or silver articles, furs, watches
- (ii) collections of any kind, or
- (iii) mobile phones, portable electronic equipment

while they are temporarily removed from your site, is \$1,750 per item, and \$7,500 in total, unless you have specified them and they appear on your Policy Schedule under the Valuables option and you have paid any additional premium.

For items other than (i), (ii) and (iii) above, the maximum amount we pay for items while they are temporarily removed from your site is subject to the limits described under 'How we will pay'.

2. Fees

If this Policy insures your home, and

- it is damaged as a result of an event insured under this Policy, and
- we agree to pay a claim

we pay any reasonable fees which we have approved and which are incurred directly in relation to repair or replacement of your home.

3. Removal of debris

If this Policy insures your home, and

- it is damaged as a result of an event insured under this Policy, and
- we agree to pay a claim

we pay the reasonable costs of demolition and removal of debris from the site to the nearest authorised facility.

If the damage for which we agree to pay a claim is caused by a fallen tree, which as a result becomes debris, we will remove the tree from the site. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- we agree that the remaining tree or branch is unsafe
- the remaining tree or branch only became unsafe as a direct result of the event covered under this Policy causing damage to the tree, and

Additional benefits

- all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

We will remove a stump that formed part of the tree that caused the insured damage only if:

- all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations, and
- not removing the stump would interfere with repairing or replacing the damaged part of the home required to settle your claim.

If this Policy insures your contents, and

- they are damaged as a result of an event insured under this Policy, and
- we agree to pay a claim

we pay the reasonable costs of removal of contents debris from the site to the nearest authorised facility.

4. Extra costs of reinstatement

If this Policy insures your home, and it is damaged as a result of an event insured under this Policy, and we agree to pay a claim, we pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the site.

If only part of your home is damaged, we pay only the extra costs you incur in repairing that part.

We do not pay any extra costs which resulted from any notice which a statutory authority served on you before your home suffered loss or damage.

5. Illegal use of credit card or financial transaction card

If this Policy insures your contents in your primary residence and a credit card or financial transaction card is lost or stolen, we pay up to \$5,000 towards any legal liability you incur from its unauthorised use.

We do not pay if:

- the card does not belong to you or your family
- you have not complied with the card issuer's requirements
- the unauthorised user of the card is someone living at the site.

Additional benefits

6. Visitors' contents

If this Policy insures your contents in your primary residence we also insure contents up to \$5,000 in total belonging to any visitors temporarily living with you at the site for up to 30 consecutive days.

We do not pay:

- for visitors' contents that are insured under another policy taken out by someone other than you or your family
- for any cash or negotiable instruments.

7. Replacement of locks and keys

We pay up to \$2,500 to replace or alter locks and/or keys, if:

- locks to your home are damaged, or
- keys to your home are lost, damaged or stolen from anywhere in Australia.

8. Change of site

If this Policy insures your contents and you are moving into a new home within Australia, we insure your contents at both sites for a maximum of 30 days. The maximum we pay at each site will be the proportion of the sum insured that the value of the contents at that site bears to the total value of the contents at both sites.

You must tell us of your new address within 30 days of first moving to it. If you wish to insure your contents at your new address after that 30 days we must agree to insure them at that address.

You must pay us any additional premium we ask for and comply with any conditions we impose.

9. Contracting purchaser

If this Policy insures your home, and you have entered a contract to sell the home, this Policy insures the purchaser from:

- when they become liable for any damage to the home until the contract is settled or terminated, or
- until the purchaser insures the home

whichever happens first.

Additional benefits

10. Contents being conveyed to your new residence

This additional benefit applies if this Policy insures your contents in your primary residence.

We insure your contents damaged while they are in a vehicle being used to convey your contents. The damage must occur directly as a result of:

- theft from the conveying vehicle involving the use of violent force
- fire on the conveying vehicle
- collision and/or overturning of the conveying vehicle

while your contents are in transit by road to:

- your new, principal place of residence, or
- a storage facility at which your contents or some of your contents will be temporarily located pending conveyance to your new principal place of residence

within Australia.

We do not insure your contents:

- for removal to any residence other than one intended to be occupied by you as your principal residence
- for damage to china, glass, earthenware or any other item of a brittle nature
- for damage caused by scratching, denting, bruising or chipping
- any more than \$5,000 in any one period of insurance
- outside Australia.

11. Trees, shrubs and plants

If you occupy the home insured by this Policy as your primary residence, we pay up to \$500 for loss or damage to any one tree, shrub or plant and up to \$3,000 in total in any one period of insurance caused directly by malicious damage or any Specified Event (a) through to (p), listed under Section 2 'What you are insured against, and what you are NOT'. We do not insure grass or lawn. We do not insure you for damage caused by storm or any weather event included in Specified Event (q), or any event that is not sudden, accidental and unforeseen. We only repair or replace trees, plants or shrubs, that are so damaged that they die, are permanently disfigured or not recovered after being stolen.

Additional benefits

12. Veterinary expenses for domestic cats and dogs

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, we pay the reasonable veterinary expenses incurred by you if your domestic cat or dog, normally kept at the site, is accidentally injured as a result of a road accident, fire, lightning or earthquake.

We will not pay:

- more than \$500 in total in any one period of insurance
- costs or expenses resulting from the physical loss, theft or death of an animal including but not limited to post mortem, disposal, burial or cremation
- routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing
- for treatment of any pre-existing condition
- for treatment of injury or illness arising from or connected with a sporting event, cat or dog show, business, occupation or commercial activity, including but not limited to guard dog services, commercial breeding, hire or renting out of the animal, or
- if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.

13. Taxation audit

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, we will pay or reimburse you for accountant's fees which you reasonably incur as a result of your personal taxation affairs being audited by the Australian Taxation Office.

The maximum we pay is \$5,000 for any one audit.

We do not pay or reimburse you for:

- any fines, penalties or shortfall in the amount of tax payable
- any audit conducted in relation to criminal activity
- any audit not commenced during the period of insurance
- any fees incurred outside any statutory time limit

Additional benefits

- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by you or on your behalf to a taxation officer which:
 - is false or misleading in a material particular, and
 - can be attributed to deliberate evasion or recklessness as stipulated in income tax ruling IT2517.
- any audit conducted in relation to any facts or circumstances of which you were aware, or ought to have been aware, prior to the commencement of this Policy which were likely to lead to your making a claim under this Policy, or
- any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit.

14. Legal defence costs

If you occupy the home insured by this Policy as your primary residence or this Policy insures your contents in your primary residence, we will pay or reimburse you for your legal fees, costs, and expenses which you reasonably incur in legal proceedings initiated against you by a third party (and defended by you) but only where the proceedings are commenced in Australia during the period of insurance.

The maximum we pay is \$5,000 for any one claim or series of claims arising from the same cause or event.

We do not pay or reimburse for proceedings or claims:

- for or relating to fines, penalties, punitive damages
- by family members including spouse, ex-spouse, partner, or ex-partner
- for or relating to divorce, separation, child visiting, maintenance, property disputes
- for or relating to dishonesty, intentional violence, or misconduct
- for or relating to defamation or slander
- relating to facts or occurrences, occurring prior to the commencement of the Policy which you knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim
- initiated, threatened or commenced prior to the commencement of this Policy

Additional benefits

- under or relating to any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance
- which could have been made under Section 3 'Your legal liability' if you had chosen to insure your home (if you own it) or your contents.

15. Waiver of excess if your property is a total loss

You are not required to pay an excess if we agree to pay a claim as a result of damage that renders your home, contents or both beyond economic repair.

16. Monitored alarm attendance after theft

If this Policy insures your contents in your primary residence, we will pay up to \$1,250 for the reasonable costs actually incurred by you for the security firm that monitors your burglar alarm to attend your home during or immediately after an actual or attempted theft from your home if:

- there is evidence of forcible or violent entry
- the theft or attempted theft is not committed by any person who is living at the site, and
- you report the incident to police as soon as possible and in any event, no more than 24 hours after the theft or attempted theft occurred.

We do not pay:

- for any false alarms, or
- where there is no evidence of a theft or an attempted theft, or
- more than \$1,250 in any period of insurance.

17. Replacement of documentation

If this Policy insures your contents in your primary residence we will pay up to \$1,000 for the reasonable costs to replace the following documentation directly damaged by a specified event that has caused a claim that we agreed to pay:

- Title Deeds
- Birth Certificates
- A Marriage Certificate
- Passports
- Drivers Licences
- Proof of Age Card

Additional benefits

We pay additional benefits 18 to 24 over and above your sum insured for home or contents, depending on the type of cover you have chosen.

18. Temporary accommodation

If home is so damaged by an event for which we agree to pay a claim that it cannot be lived in, we pay up to:

- \$10,000, or
- 10% of the sum insured for your home
- 10% of the sum insured for your contents

whichever is the highest, for the additional cost of reasonable temporary accommodation where the home is your principal place of residence.

19. Automatic reinstatement of sum insured

This benefit applies to the sums insured for home and unspecified contents as shown on your Policy Schedule.

Following payment of a claim other than a claim for total loss the sums insured will be reinstated, unless:

- you request otherwise
- we tell you otherwise.

20. Inflation adjustment

This benefit only applies to your home and contents sums insured as shown on the Policy Schedule.

During each period of insurance we increase the home and contents sums insured by 0.25 of 1% of the relevant sum insured shown on your current Policy Schedule per month until the next renewal date.

21. Compensation for death

If this Policy insures your contents in your primary residence:

- we pay to the legal representative of the deceased person up to \$10,000 in the event of death of you or a member of your family normally living with you
- as a direct result of physical injury caused by an event at the site

if the event that caused the death also caused damage for which we agree to pay a claim.

We do not pay in any one period of insurance more than \$10,000 in total under this additional benefit.

Options you can choose

22. Modifications to the home

If you occupy the home insured by this Policy as your primary residence, or this Policy insures your contents in your primary residence, and as a direct result of an event occurring at the site for which we agree to pay a claim:

- you, or
- a member of your family normally living with you

permanently become a paraplegic or quadriplegic, we pay up to \$10,000 for the cost incurred by you in modifying your home or in relocating you to a suitable home.

By the terms 'paraplegic' and 'quadriplegic', we mean paraplegia and quadriplegia that continues for a period of twelve months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.

23. Legal costs

If this Policy insures your home, we pay the reasonable legal costs incurred in discharging your mortgage following settlement of a claim for total loss.

24. Location costs - escaping liquid

If this Policy insures your home and we pay for damage caused by liquid escaping from any fixed basin, shower base, or other fixed apparatus, fixed tanks, or fixed pipes used to hold or carry liquid, we will also pay the reasonable costs of locating the cause of the damage, and of reinstating the property damaged or disturbed in the course of work.

We do not pay for repair or replacement of the apparatus, tank or pipe itself.

Options you can choose for additional premium

The following Options may be obtained on application, and for an additional premium:

1. Valuables
2. Domestic Workers Compensation

1. Valuables

If you have selected and paid for this valuables option, we insure you and your family:

- anywhere in Australia or New Zealand, and
- for up to 90 days in any one period of insurance, anywhere in the world

Options you can choose

against loss, theft or damage to specified valuables items including:

- (i) jewellery, gold or silver articles, furs, watches
- (ii) collections of any kind
- (iii) mobile cellular telephones, portable electronic equipment (including portable computers).

This Policy automatically covers these items (i), (ii) and (iii) while they are temporarily removed from the site under additional benefit 1., up to \$1,750 per item and a total of \$7,500. However, if you wish to insure items while they are temporarily removed from the site for amounts greater than this, then you need to select and pay for this specified Valuables option.

You can also select valuables cover for other portable items that have sub-limits in the table in the section 'How we will pay' (for example, bicycles valued over \$2,000).

Your Policy Schedule indicates whether you have chosen this Valuables option. If you select specified valuables, then you must specify each item you wish to insure as a specified valuable and provide valuations and/or receipts, unless we tell you that a valuation is not required.

There are some limitations below and under 'When you are not covered', which you must read.

What we do not insure

The following items are not covered under this Valuables option:

- cash, negotiables or financial transaction cards
- unset precious or semi-precious stones
- items being cleaned, repaired, restored, or on exhibition away from the site.

How much we will pay for loss or damage

(a) At our option we:

- repair the damaged item
- replace the lost or damaged item with an item substantially the same as, but not better than when new
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay up to the sum insured shown on your Policy Schedule against the item.

Options you can choose

If we choose to pay to replace a specified valuable item, we will pay no more than the amount that it would cost us to replace the item with an item substantially the same as, but not better than when new, even if you have specified the valuable for a higher amount, whether or not you have supplied a valuation. We have negotiated special arrangements with various suppliers to purchase items for less than retail cost. Premiums are therefore based upon us replacing items at less than retail cost.

When we pay your claim for all your valuables on the Policy being damaged beyond economic repair (or not being recovered), the valuables section of the Policy is exhausted and comes to an end.

- (b) If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (e.g. If a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.
- (c) If we agree to pay a claim where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.
- (d) Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:
 - replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
 - pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

(e) **Pairs and Sets**

If any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

A 'pair or set' means 2 or more articles, the collective value of which exceeds the sum of their individual values.

Options you can choose/Excess

2. Domestic Workers Compensation

(Not applicable in Queensland, Victoria or South Australia)

Your Policy Schedule indicates whether you have chosen this option.

If you employ a domestic worker, on a casual basis or otherwise, you may be required by law to provide that person with workers compensation insurance.

If you fail to do so, and your employee is injured in the course of their employment by you, you may be liable to compensate them.

Where shown on the Policy Schedule, this Policy includes statutory domestic workers compensation cover according to the legislation in your state or territory, up to the amount required by your state or territory's legislation. On request, we will provide you a copy of the statutory Policy. When this cover is provided, the underwriter is:

QBE Insurance (Australia) Limited ABN 78 003 101 035.

What you must pay if you make a claim – Excess

'Excess' means the first amount you must contribute to any claim you make under this Policy.

We deduct the excess shown in the Policy document or on the current Policy Schedule from the amount of your claim.

Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit. For example, if a ring worth \$3,000 was stolen from the home and it has not been specified, the \$1,750 per item jewellery sub-limit would apply.

If a \$100 excess was applicable, this would be applied to the \$3,000 claim, rather than the \$1,750 sub-limit. Therefore, \$1,750 would be payable. If the ring had been specified for \$3,000, we would pay \$2,900 – the \$3,000 claim less the \$100 excess. If the stolen ring was worth only \$1,000, we would pay \$900 – \$1,000 less the \$100 excess.

For earthquake claims the excess is \$200, or the amount shown on your Policy Schedule, whichever is greater.

All loss, destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one event.

When you will NOT have to pay an excess

You will not have to pay an excess if we agree to pay a claim as a result of damage that renders your home, contents or both beyond economic repair.

When you are not covered

General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. Any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons, or
 - involves damage to property, or
 - endangers life other than that of the person committing the action, or
 - creates a risk to health or safety of the public or a section of the public, or
 - is designed to interfere with or to disrupt an electronic system.
3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

When you are not covered

Additional exclusions applying to this Policy

These additional exclusions apply to cover for your home, contents, additional benefits and valuables (if you have chosen that option).

This Policy does not cover:

- (a) loss or damage intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
- (b) loss or damage resulting from or caused by:
 - the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - destruction of or damage to property by any government or public or local authority
 - storm, rainwater or wind, to:
 - retaining walls,
 - free standing walls,
 - fences or
 - gatesnot constructed of steel, brick, concrete, masonry or stone.
(This exclusion does not apply in Queensland or Western Australia)
 - flood
 - 'flood' means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir
 - erosion, subsidence, landslide or earth movement other than as a direct result of:
 - storm
 - earthquake
 - explosion
 - escaping liquidand occurring no more than 72 hours after the event
 - the action of the sea, high water, tidal wave, tsunami
 - 'tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement
 - water seeping through a wall or floor
 - water entering the home through an opening made for the purpose of alterations, additions, renovations or repair

When you are not covered

- inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
- wear, tear, rust, corrosion, depreciation or gradual deterioration
- mildew, mould, algae, atmospheric or climatic conditions (other than storm)
- settling, shrinkage or expansion in buildings, foundations, walls or pavements
- the removal or weakening of supports or foundations for the purpose of alterations additions, renovations or repair
- damage to swimming pools or similar structures caused by hydrostatic pressure
- mechanical, electrical or electronic breakdown with the exception of fusion to electric motors as described under event (a), What you are insured against, and what you are NOT, or if a claim is payable as the result of a lightning strike
- any consequential loss other than that specifically provided by this Policy
- any process of cleaning involving the use of chemicals
- rodents, vermin, birds, wildlife or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating your home or contents.

For example: If a mouse was to chew through an electrical wire, which led to a fire, the damage caused directly by the fire would be covered by this Policy, however any damage caused by the mouse's chewing would not be covered by this Policy.

- an animal kept by you or your family
 - the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cooktop causes damage to the cooktop)
 - tree roots.
- (c) loss or damage to:
- sporting equipment while in use or play
 - bicycles while they are being ridden
 - items for sale on consignment
 - electronic data unless the loss or damage is caused by a Specified Event (a) through to (r) listed under 'What you are insured against, and what you are NOT'.

General conditions

For the purposes of this exclusion, electronic data means any facts, concepts or information converted to a form usable for communication, display, distribution, processing by electronic, or electromechanical data processing, or electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment.

For example: You are not covered for any damage to any information on your computer including any computer program caused by a virus, trojan horse, worm or computer hacking.

General conditions

Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

Cancelling your Policy

How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

Changes

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples of circumstances where the risk of loss, damage or injury may increase include where:

- you no longer are the owner occupier of the home, because you now let the home to tenants or use the home as a holiday home
- you are having renovations undertaken
- the home is left vacant or unoccupied for a period exceeding 90 days
- the home falls into a state of disrepair
- your home is opened up to the public for an exhibition or similar event (including if it is not for reward), or
- you are participating in a public exhibition (including if it is not for reward).

If you ever let the home to tenants or use it as a Holiday Home

This Policy is issued on the basis that you live in the home and it is NOT let to tenants or used as a holiday home. We do not provide Accidental Damage insurance on tenanted homes or holiday homes or their contents.

If you let the home to tenants or use the home as a holiday home, you must tell us beforehand. Should this occur, we will cancel this Policy and offer you an alternative, lesser cover under our Home and Contents Insured Events Policy.

If you let the home to tenants or use it as a holiday home and you do NOT tell us, we will not insure you for malicious damage, accidental damage, or any of the following Specified Events:

General conditions

- (a) implosion
- (b) subterranean fire
- (c) volcanic eruption
- (d) impact (impact means a collision of two or more objects)
- (e) sonic boom
- (f) falling objects.

Unoccupancy

If your home is unoccupied for more than 90 consecutive days, you must tell us and obtain our written agreement for cover to continue.

If you do not do so, the cover for home and contents is limited to lightning, thunderbolt and earthquake for the period in excess of 90 consecutive days during which the home has been left unoccupied.

The period of 90 consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy.

'Occupied' means that the home is furnished such that it is comfortably habitable and you, your family or someone with your consent has resided in the home overnight.

To be occupied the home must:

- contain at least one usable bed/mattress
- contain at least one dining table or bench, a chair and some other furniture
- contain a functioning refrigerator
- be connected to the electricity, and
- be connected to hot and cold running water.

Salvage

We are entitled to obtain and retain any items or materials that are salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, if you agree to pay the market price for the items or materials.

Burglary protection

If any of the following codes is displayed on your Policy Schedule, we have agreed to insure your home and contents only if the following burglary protection devices are installed:

TDL Key operated deadlocks on all external doors.

General conditions

- TH1 Key operated deadlocks on all external doors, and
Key operated locking devices, or bars, or security screens on
all accessible windows.
- TH2 Key operated deadlocks on all external doors, and
Key operated locking devices, or bars, or security screens on
all accessible windows
or
Key operated deadlocks on all external doors, plus
A professionally installed alarm covering all external doors
and windows.
- TH3 Key operated deadlocks on all external doors, and
Key operated locking devices, or bars, or security screens on
all accessible windows, and
A professionally installed alarm covering all external doors
and windows
or
Key Operated deadlocks on all external doors, and
A professionally installed and monitored alarm covering all
external doors and windows.
- TH4 Key Operated deadlocks on all external doors, and
Key operated locking devices on all accessible windows,
and
A professionally installed and monitored alarm covering all
external doors and windows.
- TH5 Key Operated deadlocks on all external doors, and
A professionally installed alarm covering all external doors
and windows.
- TH6 Key Operated deadlocks on all external doors, and
A professionally installed and monitored alarm covering all
external doors and windows.

If any of these devices is removed, altered, or left inoperative while
you are absent from the site, without our prior consent, we may
have the right to:

- decline, or
- reduce

a claim to which this action contributes.

General conditions/Strata mortgagee

Care and maintenance

If you do not take reasonable care to:

- protect and maintain the property insured
- prevent damage or injury to others or their property
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property

we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Your Duty of Disclosure'.

Strata title mortgagee's interest

This cover applies only if you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit.

This cover only applies when you own part of a building that has been subdivided into strata, community or similar title units and you have a mortgage on that part of the building.

We will pay the mortgagee the lowest of:

- (a) the sum insured shown on the Policy Schedule
- (b) the amount to repair the damage to a condition similar to but no better than when new
- (c) if the body corporate (or similar) partially covers the loss, then the difference between what the body corporate's insurance pays and the cost of the damage, or
- (d) the amount sufficient to discharge the mortgage held by you over the unit at the date of damage.

We pay only that part of the claim that applies to the interest of the mortgagee.

We only pay a claim if:

- (a) a claim would be payable under this Policy (and not subject to any exclusion or other limitation in the Policy)
- (b) the Policy of the body corporate or similar does not apply or only partially covers the loss, and

Claims

(c) the mortgagee requires you to discharge your mortgage.

If you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit:

- (a) no additional benefits are payable under this Policy
- (b) no legal liability cover is provided, and
- (c) no optional covers such as Domestic Workers Compensation, or Valuables Cover are provided.

Claims

What you must do

If an event happens which may give rise to a claim you must:

- take all reasonable precautions to prevent further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged
- tell us or your Financial Services Provider as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- supply us with all information we require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.

In an emergency outside normal business hours you may ring our emergency service on 1800 023387 for assistance.

If in doubt at any time, ring us or your Financial Services Provider for advice.

What you must not do

You must not:

- authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts
- admit liability if an accident occurs which is likely to result in someone claiming against you.

Claims

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

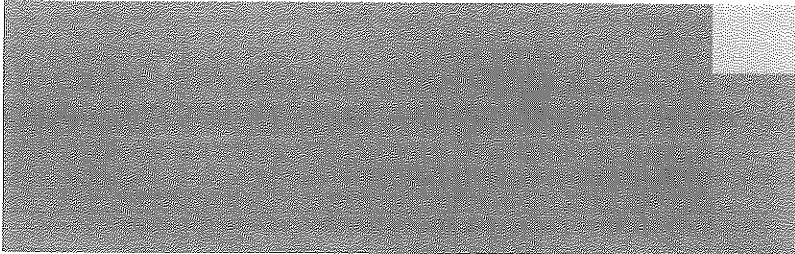
We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

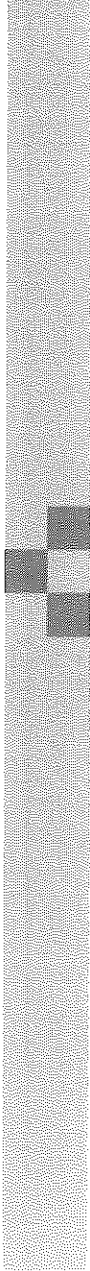
We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.



Agent for Insurer:
Queensland Police Credit Union Limited
231 North Quay, Brisbane Qld 4000
ABN 79 087 651 036 AFS Licence 241413

Insurance underwritten by:
QBE Insurance (Australia) Ltd.
ABN 78 003 191 035 of 82 Pitt Street, Sydney NSW 2000
AFS Licence 239545
Preparation Date 28.03.07



QIM900-0307



QBE Insurance (Australia) Limited
ABN 78 003 191 035
GPO Box 705
Brisbane QLD 4001
Telephone: 07 3031 8560
Facsimile: 07 3031 8490
Email: qld.claims@qbe.com

08 February 2011

Mr T & Mrs J Fischer
[REDACTED]
Middle Park, QLD, 4074

Dear Mr & Mrs Fischer

Re: Claim No - [REDACTED]
Date of Loss – 12/01/2011
Nature of Incident – Damage to your residence

This letter is to provide you with an update on your recent claim.

As you know, an assessor from Crawford & Co has attended your premises and has provided us with a report of the information gathered. It seems probable from this preliminary information that the damage at your premises was due to flood.

You may be aware that your Home and Contents Insurance Policy excludes damage caused by "flood" which the policy defines as being "*the inundation of normally dry land by water escaping from any watercourse, lake, canal, dam or reservoir*". To assist us understand what occurred in your area, we have joined with the Insurance Council of Australia to appoint an independent panel of hydrologists. Hydrologists are specialist engineers who scientifically determine the source and flow of water. They will provide detailed reports about the nature of the recent floods and these reports will allow us to assess whether your claim is covered by your policy.

Unfortunately we do not expect the hydrology report until the end of February or early March. Once we receive the reports, your claim will be reviewed and we will advise whether you are covered by the policy and the next steps to take.

We apologise for the period of uncertainty but undertake to advise you of the results of the review as soon as possible after the hydrology reports are received. In the meantime we recommend that you take steps to protect your property as if there was no insurance in place.

If you wish to discuss any aspect of this letter, please make contact with the Crawford & Co assessor who visited your property.

Yours faithfully

QBE Insurance



QBE Insurance (Australia) Limited
ABN 78 003 191 035
GPO Box 705
Brisbane QLD 4001
Telephone: 07 3031 8488
Facsimile: 07 3031 8490
Email: qld.claims@qbe.com

27 April 2011

Mr T & Mrs J Fischer
[REDACTED]
Middle Park, QLD, 4074

Dear Mr & Ms Fischer

Re: Claim No - [REDACTED]
Date of Loss – 12/01/2011
Nature of Incident – Damage to Your Property

I refer to our letter to you dated 09th February 2011. This letter is to provide you with an update on your claim.

To assist us understand what occurred at your property, QBE have appointed Water Technology to provide us with a site specific hydrology report. Unfortunately we do not expect the site specific hydrology report until early to mid May. Once we receive the report, your claim will be reviewed and we will advise whether you are covered by the policy and the next steps to take.

We apologise for the period of uncertainty but undertake to advise you of the results of the review as soon as possible after the site specific hydrology report is received.

If you wish to discuss any aspect of this letter, please call us on (07) 3031 8488.

Yours faithfully

QBE Insurance



QBE Insurance (Australia) Limited
ABN 78 003 191 035
GPO Box 705
Brisbane QLD 4001
Telephone: 07 303 8560
Facsimile: 07 303 8589
Email: qld.daims@qbe.com

6 June 2011

Mr T & Mrs J Fischer
[REDACTED]
Middle Park Qld 4074

Dear Mr & Mrs Fischer

Re: **Claim No – [REDACTED]**
Date of Loss – 12/1/2011
Nature of Incident – Damage to Your Property
Risk Address – [REDACTED] Middle Park Qld 4074

We refer to your above claim and our previous letter to you dated 9 February 2011.

Thank you for your patience whilst we have been gathering all the information about the cause of this devastating event. Be assured that the delays have been encountered whilst we have gone to great lengths to satisfy ourselves as to the cause of loss.

Your QBE policy

Your policy is a QBE Home Cover Prestige Policy [REDACTED]

The policy provides cover for loss or damage to your Home and Contents for specific Insured Events as detailed in the policy. Extracts of the relevant sections of your policy are attached for your reference. This policy does not cover damage caused by flood.

Our Assessment

Based on all of the information we have been able to gather relating to your claim, including independent site specific hydrology analysis and a loss assessor's site inspection, we believe that the inundation of your premises was due to flood. As flood is specifically excluded, we regret that we are unable to pay your claim in this instance.

We enclose a copy of the adjusted and the full site specific hydrology report which we have reviewed with specific reference to your property.

To view the full ICA hydrology report you can download it from our website at <http://www.qbe.com.au/Australia/News-Communications/News/XPRODCT006128>
If you are not able to access the internet, please contact us on 07 3031 8560 to arrange a copy of the report.

Additional Information

As part of the overall claims assessment we have also referred to information available online from the Qld Reconstruction Authority and we attach a map of the peak flooding extent of your location. This information has supported our decision.

You can view this information by entering your property address at <http://qldreconstruction.org.au/your-community-reconstruction-updates/interactive-map>.

What does this mean?

In light of all available facts, we have no alternative other than to decline your claim as your policy does not include cover for flood damage.

However, if you have any other information that you consider we should review then please call our Claims team on 07 3031 8560 or email to qld.claims@qbe.com.

QBE stands willing to consider any new information that may assist us in reconsideration of your claim.

Next Steps

Should you disagree with our decision you can request the matter be reviewed through our Internal Disputes Resolution Process. The attached brochure sets out this process.

If you wish to dispute this finding, you should contact our Complaints and Disputes Resolution team on either email complaints@qbe.com or call 1300 650 503.

Yours faithfully

QBE Insurance

RE: QLD Flood Claim

Tom Fischer - [REDACTED]

to:

'Peter Andrew'

14/06/2011 03:27 PM

Cc:

""Colin Ahern"", ""Christina Eller""

Please consider the environment before printing this email.

Show Details

Peter,

Thank you for your prompt response.

I have attached a scanned copy of the front page of the letter but please let me know if you would still prefer it to be faxed.

It will take me up to another 24 hours to get together all the facts that I believe are relevant in reply to the assessment of our claim and I will then forward this information on to Christina as requested.

Regards,

 Fischer

Harvey World Travel at QPCU

231 North Quay, Brisbane Q 4003

PO Box 13003 George Street, Brisbane Q 4003

Phone: + [REDACTED]

Fax: +61 7 3229 9828

Email: [REDACTED]

Website: www.qpcu.harveyworld.com.au

Find us on Facebook!: <http://www.facebook.com/pages/Brisbane-Australia/Harvey-World-Travel-at-QPCU/106546797153>



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From: Peter Andrew [mailto:[REDACTED]]

Sent: Tuesday, 14 June 2011 3:06 PM

To: [REDACTED]

Cc: Colin Ahern; Christina Eller

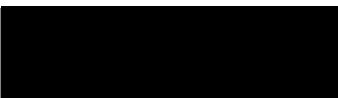
Subject: QLD Flood Claim

Tom

I am sorry to hear that our claims denial letter does not have any details of our IDR team. If feasible, can you fax me a copy of the front page.

Complaints / IDR requests for the Queensland floods are being handled by our Sydney based IDR team. Contact details are:

Christina Eller



Christina is expecting your contact.

Sincere regards

Peter Andrew
National Manager, Business Improvement
Corporate Partners & Direct - Business Partners
QBE Australia



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QLD Flood Claim

Peter Andrew [Redacted]

Cc: Colin Ahern, Christina Eller

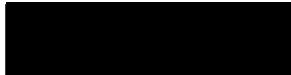
14/06/2011 03:06 PM

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Christina Eller



Christina is expecting your contact.

Sincere regards

Peter Andrew
National Manager, Business Improvement
Corporate Partners & Direct - Business Partners
QBE Australia



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RE: QLD Flood Claim

Tom Fischer - [REDACTED]

to:

'Peter Andrew'

14/06/2011 04:02 PM

Cc:

""Colin Ahern"", ""Christina Eller""

Please consider the environment before printing this email.

Show Details

Peter,

My apologies!

Copy of letter attached this time.

Regards,

Tom Fischer

Harvey World Travel at QPCU

231 North Quay, Brisbane Q 4003

PO Box 13003 George Street, Brisbane Q 4003

Website: www.qpcu.harveyworld.com.au

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From: Peter Andrew [REDACTED]

Sent: Tuesday, 14 June 2011 3:06 PM

To: [REDACTED]

Cc: Colin Ahern; Christina Eller

Subject: QLD Flood Claim

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Christina Eller
[REDACTED]

Christina is expecting your contact.

Sincere regards

Peter Andrew
National Manager, Business Improvement
Corporate Partners & Direct - Business Partners
QBE Australia

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From: "Tom Fischer - [REDACTED]"
To: "Christina Eller [REDACTED]"
Date: 15/06/2011 02:54 PM
Subject: Claims [REDACTED]

Dear Christina,

Thank you for contacting me yesterday regarding our claim resolution.

I have attached the following:-

- 1 Copy of letter stating the facts that we currently have at our disposal and requesting they be assessed as part of your resolution process.
- 2 Copy of the Brisbane City Council Flood Report obtained when purchasing our property.
- 3 Current Brisbane City Council Flood Map of McLeod Area.
- 4 Extract of report from independent authority on Fairway Views property 200m West of our property on the golf course (Water Technology has full report).

Please let me know if you need any other information or documentation to assist you with processing this request.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003

[REDACTED]
Website: www.qpcu.harveyworld.com.au

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587.



McLeod Report.doc CCE15062011_00000 (2).jpg CCE15062011_00001 (2).jpg

BRISBANE CITY COUNCIL
FLOOD ENQUIRY

Account Code
WQDE18 990 349

Applicant's
Name and
Address

[Redacted]

ABN: 72002765795

#176801

\$14.00

Application Fee (as from 1/7/92)

Please cross applicable box

Location of Property

Real Property Description of Land (NOT B.U.P. or G.T.P. i.e. Building Unit Plan No. or Group Titles Plan No.)

Original Portion No.	Part	Area
----------------------	------	------

To be collected Mail to Applicant Signature of Applicant

Return to S.C.C. / D & A

Report from Works Design Office

According to the information available the level of this land varies from approximately
Elevation 11.0m to Elevation 14.1m

River Flooding
The estimated 1974 flood level in this area is Elevation 14.9m

It is estimated that the Wivenhoe Dam has reduced a C.100 river flood at this location to
Elevation 11.8m

Without the dam, this flood would be higher than the actual 1974 flood.

Creek Flooding
It is estimated that the flood level in this area from reached

Elevation	Year

It is anticipated that the flood mitigation works for the above creek will reduce the creek flood similar to that of the
flood to approximately Elevation

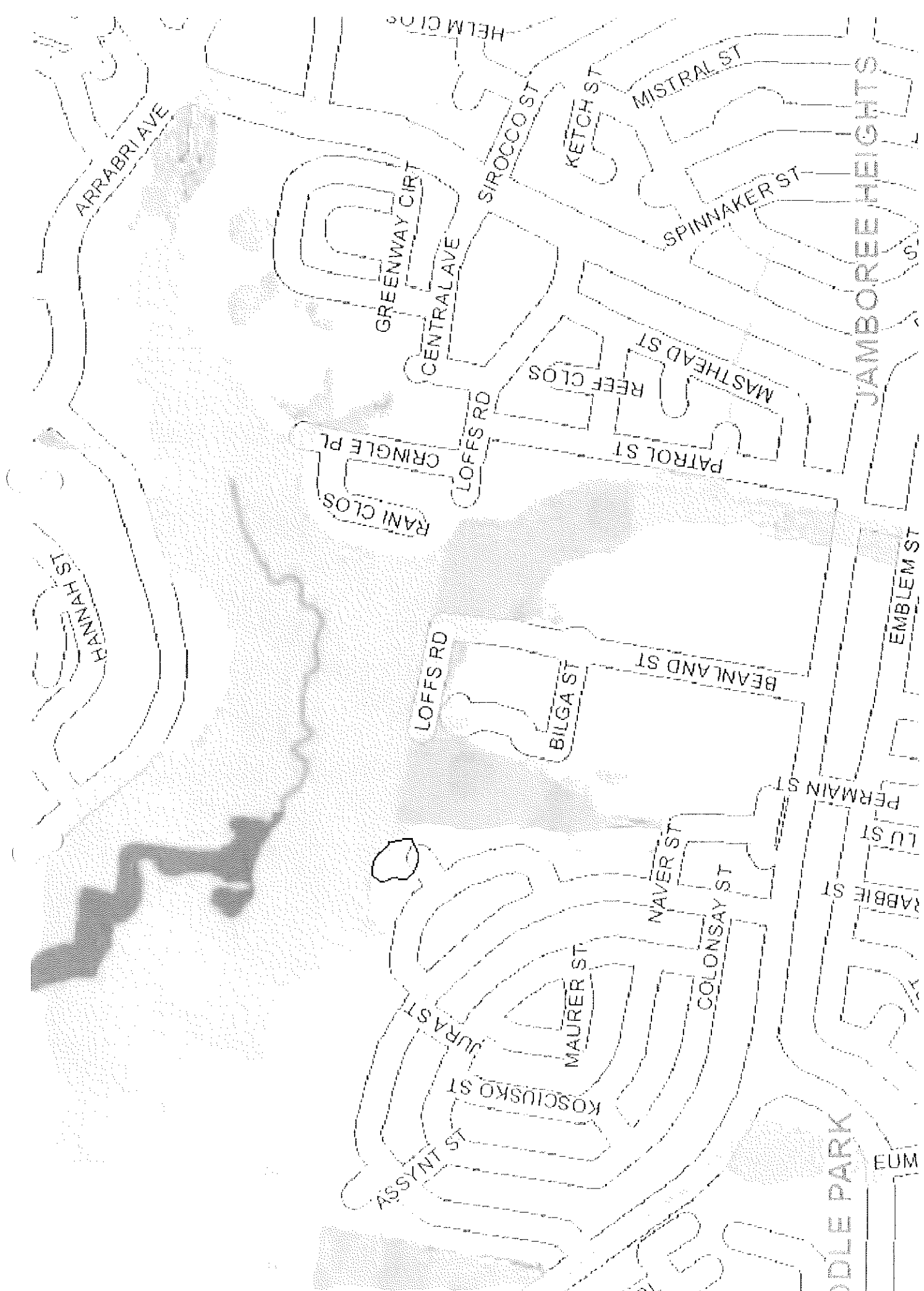
All levels given above are based on Australian Height Datum (Metres)

~~There are no records of river or creek flooding on this property available in the Office.~~

Enclosure
Enquiries [Redacted]

Manager, Department of Works
Per [Redacted] 19/4/02

The above information is offered subject to the Warning and Information Notes on the reverse side of this form.



ARRABRI AVE

HELM CLOS

SIROCCO ST

KETCH ST

MISTRAL ST

SPINNAKER ST

JAMBOREE HEIGHTS

GREENWAY CRT

CENTRAL AVE

LOFFS RD

REEF CLOS

MASTHEAD ST

CRINGLE PL
RANI CLOS

PATROL ST

HANNAH ST

LOFFS RD

BILGA ST

BEANLAND ST

EMBLEM ST

PERMAIN ST

LUST

RABBIT ST

NAVER ST

COLONSAY ST

MAURER ST

KOSCIOUSKO ST

JURA ST

ASSYNT ST

MIDDLE PARK

EUM

- b) The Rainfall record for the Carole Park Station shows falls of 74mm on 10th January, 28mm on 11th January and 41mm on 12th January.
- c) The Rainfall record for the Archerfield Airport Station shows falls of 61mm on 10th January, 28.4mm on 11th January and 30.8mm on 12th January.

3.7 Bureau of Meteorology, Jindalee Alert Station Records

b) The BOM confirmed that the Brisbane River peaked at 12.9m AHD, 1m above the DFL, around 8pm 12th January 2011.

3.8 Photographic records & anecdotal evidence

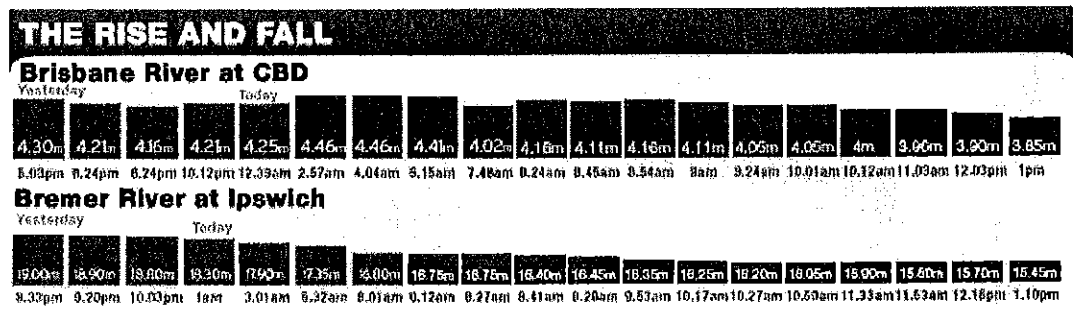
a) Unit 13 had approximately 330mm of water through the ground floor at the highest point at approximately 10pm January 12th. This would place the water level at approximately 13.1m AHD in this area at that time.

3.8 Photographic records & anecdotal evidence

a) Unit 13 had approximately 330mm of water through the ground floor at the highest point at approximately 10pm January 12th. This would place the water level at approximately 13.1m AHD in this area at that time.

c) Photographs taken at the site on January 13th suggest the water levels receding from a January 12th peak, though BOM advised that the Brisbane River was yet to peak. This peak information was confirmed in the image published by the Courier Mail (13th January 2011) shown below.

FIGURE 3. BRISBANE RIVER LEVEL INFORMATION (SOURCE: COURIER MAIL, 13 JANUARY 2011)



d) An inspection of the drainage system in the waterway along the western site boundary conducted by a DEC representative at 1:30pm on 11th January 2011 confirmed flows were continuing to be received down the drainage network from the upper Middle Park catchment. These flows were occurring in both the drainage pipes and overland flowpaths. This flow was engulfed by the tailwater conditions present in the MacLeod Golf Course. A photograph of the waterway after the water had receded is below, showing the vegetation has been compressed in the direction of flow downstream.

e) Visual inspection of the affected units, undertaken by a DEC representative, did not identify significant amounts of silt inside the properties, suggesting flood waters may have been diluted by flows down the western waterway.

© 2011 Final 11

3.9 Residential Property Insurance, Product Disclosure Statement, Suncorp

a) The PDS definition of "flash flood" is flood or a combination of flood mixed with rainwater runoff, caused by rain falling within 24 hours immediately before the Building or Common Contents are damaged by the flash flood. It does not mean water from the sea.

b) The PDS definition of "flood" is the covering of normally dry land by water escaping, overflowing or being released from the normal confines of a:

- river, creek or any other natural watercourse whether or not it has been altered or modified

- canal or channel
- lake or
- reservoir or dam.

A flood is not water from:

- the sea
- tsunami
- a burst or leaking water main or fire hydrant or
- a burst or leaking pipe or water container at the building

c) The PDS definition of "rainwater runoff" is water pooling or flowing across normally dry land caused by rain falling in your local area without any mixing, contribution or involvement of water from flood. Rainwater run-off does not mean water from the sea.

4 Summary

- a) On 10th, 11th and 12th January 2011 significant rainfall events occurred in the Middle Park area and across the Brisbane, Bremer and Lockyer Catchments of over 200mm in the three days and greater than 70mm in a single 24 hour period.
- b) Large areas of the Brisbane, Bremer and Lockyer catchments were inundated as a result of these waterways breaking their banks.
- c) This report focuses on the Fairway Views complex and the immediate surrounds.
- d) Detailed Hydrologic modelling has not been undertaken for this report and only limited information has been provided by Brisbane City Council and Bureau of Meteorology at the time of preparing this report.
- e) The properties at Fairway Views were constructed above the DFL (11.9m AHD) yet experienced water through Units 1-13 peaking at ~13.2m AHD on 12th January and receding on 13th January 2011.
- f) The BOM river height station data for Jindalee Alert indicates the peak occurred at 12.9m AHD, 0.3m lower than the water level observed in the inundated units.
- g) The BOM and BCC confirmed that the event on 13th January 2011 did not exceed the DFL (1974) at the Brisbane Port Office station.
- h) Based on the review of the information available, and the definition of flash flooding detailed in the Suncorp PDS, it is reasonable to conclude that 300mm of the damage to the Fairway Views properties was a result of rainwater runoff within 24 hours of the rainfall events, combining with tailwater conditions in the MacLeod Golf Course to the north, as a result of the 12.9m AHD river level.

Tom Fischer

MIDDLE PARK QLD 4074

15th June 2011

Ms. Christina Eller
Dispute Resolutions
QBE

Re Claim No. [REDACTED]

Dear Christina

I contacted Peter Andrew because your dispute resolution process states I should contact the person handling my file and he was the only one from your organisation who has contacted me other than signed letters with no name on them

The last letter dated 6th June sets out your reasons for rejecting my claim and has with it voluminous paperwork purporting to represent accurate facts and figures. I would like to set out some of the reasons they are incorrect and not reliable

Starting with the independent hydrology report, it is true that David Cox from Water Technology Pty. Ltd. attended our house on 18th April. In his report he quotes many measured and estimated levels but I can assure you that he took no measurements at our property despite my repeated request to determine an accurate level for the habitable floor space. These requests were dismissed with "we know the levels at the bottom and top of your property and the slab is about half way up so we can guess the level".

I have attached a copy of the Brisbane City Council Flood Report on the property done at the time of purchase which states the highest level is 14.1m. In pages 6 and 7 of the hydrologist's report he states that the slab floor level is 0.5m below the top of the driveway which is 100mm below the highest point on the property. This therefore, by his own calculations puts the slab height at 13.5m, not the 13.1m, estimated on page 21 of the report. It may not seem a big difference but 40cm is in fact about the level of inundation which was more accurately measured and reported by the loss adjuster. It is also above the reported floodwater level for the area

Another major irregularity in this report is the overlay of the ICA inundation extent over the Nearmap image in Figure 6-8. Both the Interactive map provided by your adjuster and the Brisbane City Council Flood Map of Middle Park which is attached to my email with our property roughly circled shows that floodwaters at worst only entered the bottom corner and not the dwelling. The attached map also shows with yellow highlighter all the major stormwater outlets that are channelled onto the golf course near our property.

David Cox mentions in a short paragraph on page 7 that a provided report by a highly qualified Engineer who specialises in stormwater and environment was reviewed but I assume none of his findings were made available to you. I have also attached some of the relevant information from this 99 page report to my email and the most important things to note are -

1. Many of the units particularly No. 13 surveyed have lower habitable floor levels than our property
2. The stormwater run off waterway described is halfway between the property and our property.
3. The insurers of the Fairway Views property in this report have agreed that it was inundated by stormwater run off and settled the claim

I took David Cox on a site inspection of this part of the golf course including the units, the stormwater outlet between us and another one 100m to the West of our property.

Much of the other information provided in the report by your hydrologist is not site specific and one important disclaimer is "We have not investigated the timing of any flood to determine if it would meet flash flood criteria". This to me means that the information in the report that I have provided is a far more accurate representation of events and makes David Cox's estimations irrelevant.

There are also some anomalies in the adjusters report and some of these may be due to my wife Jan's still distressed state on the 19th of January after the events of the flood. Perhaps at this stage a background of the events may be helpful. Jan & I were to fly to Melbourne on Tuesday 11th January to look after my aged mother while my sister took a well earned break. On the way to picking me up from the office to go to the airport Jan experienced unprecedented traffic and after listening to reports on the radio took the decision to stay behind. She went back to the house and spent all day and without sleep through the night moved whatever she could manage to our upper level. On Wednesday morning neighbours and friends assisted her to move all whitegoods, furniture, cars and our golf buggy to properties on higher ground thus avoiding major loss to contents. The loss adjuster's report states that she vacated the premises on Tuesday 13th January when in fact she did not leave until late on Wednesday when the inundation began but this was probably her best recollection at the time of the interview.

Because of this there is one thing that Jan is sure of and that is that the water first entered from the Eastern side of the property where the abovementioned stormwater run off is and not the direction that the river is in at the rear of the property as shown in the adjuster's report. I was present when she clearly and correctly described this to him.

One of the items we would dispute in the adjuster's report is the assertion that the water was "Dirty". This is corroborated in the report on the Fairway Views units. Only some of the photos provided have been supplied with your letter but others showed clear water on the concrete slab in the lounge room after the carpet had been removed and the carpet itself clear of any staining. Others show the brickwork paving after the water had receded and it is also relatively clean of sludge. Some photos showed leaves and small twigs on interior walls up to the level of inundation but we contend these were washed from the golf course and surrounding areas by stormwater run off rather than rising river levels.


Lastly on the adjuster's report it states that the property was submerged for 12-24 hours which is clearly not the case and again may have been caused by misinformation from Jan. I returned to Brisbane late on Wednesday night and we went to the property at about 7.00am at which time the water level had receded way below our floor level.

We have had some of the damages listed by the adjuster repaired and I have personally rectified others within our means however there is a concern that we are living in a time bomb as none of the internal walls have been removed and there is probably mould which could endanger our health.

It has taken you six months to prepare your final letter and reports whilst I have only had a week to compile some basic facts as to why we find your assessment to be incorrect and based on erroneous information. I am sure that given time to study what you have provided and what is available elsewhere there will be other factors that come into consideration.

Given this I ask that you reassess our claims using your dispute resolution process and reply to me within the 15 day period shown in your PDS.

Sincerely,



Tom Fischer

Claims [redacted]
Tom Fischer - [redacted]

o:
Christina Eller'
.5/07/2011 12:57 PM

Cc:
"Peter Andrew", "Colin Ahern"
Please consider the environment before printing this email.
Show Details

Dear Christina,

The 15 business day period described in your dispute resolution process has passed and I have not received a response to my email and attachments dated 15th June outlining the reasons that we dispute your decision not to honour our claims.

According to the process in your PDS the next step is for us to present our case to the Insurance Ombudsman which is now our intention.

Would you please let me know if perhaps your reply has gone missing in the mail or there is anything else I should know before taking this next step.

Truly,

Tom Fischer

* On most Fridays I work on Marketing and Administrative tasks from home, but if you wish to see me please make an appointment.

Harvey World Travel at QPCU
131 North Quay, Brisbane Q 4003
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Website: www.qpcu.harveyworld.com.au
Find us on Facebook!: <http://www.facebook.com/pages/Brisbane-Australia/Harvey-World-Travel-at-QPCU/106546797153>



I am travelling to Austria again this year for a "White Christmas and New Year" with my whole family. Whilst we are there I will be putting together plans for a Small Group tour to experience these delights. Keep a watch out for the details early in 2012.



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From: Christina Eller/AU/QBE
To: "Tom Fischer - [REDACTED]"
Date: 15/07/2011 02:32 PM
Subject: Re: Claims [REDACTED]

Good Afternoon

Your claim was allocated to my colleague, Juliette Eden, to review.

Juliette is absent from work today however she can normally be reached on telephone [REDACTED]
[REDACTED]

I understand that she has began your review however it is not complete.

I have left a message for her to contact you on Monday.

If you are not happy with the status of the matter, you are able to contact the Financial Ombudsman Service, as set out in our brochure.

Regards

Christina Eller
Dispute Resolution Specialist
Actuarial, Risk & Governance
QBE Australia

[REDACTED]
Visit us on the web at www.qbe.com.au



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From: "Tom Fischer - HWT @ QPCU" [REDACTED]
To: "Christina Eller" [REDACTED]
Cc: "Peter Andrew" [REDACTED] "Colin Ahern" [REDACTED]
Date: 15/07/2011 12:57 PM
Subject: Claims [REDACTED]

Dear Christina,

The 15 business day period described in your dispute resolution process has passed and I have not received a response to my email and attachments dated 15th June outlining the reasons that we dispute your decision not to honour our claims.

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Sincerely,

Tom Fischer

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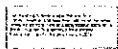
Phone:

Fax:

Email: t

Website: www.qpcu.harveyworld.com.au

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From: "Tom Fischer - HWT @ QPCU" [REDACTED]
To: "Colin Ahern" <[REDACTED]>
Cc: "Peter Andrew" [REDACTED] "Andrew Beevors" [REDACTED]
Date: 18/07/2011 09:48 AM
Subject: RE: Claims [REDACTED]

Good Morning Colin,

Thank you for your reply and for overseeing this process.

I look forward to hearing from Juliette today.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003
Phone: [REDACTED]
Fax: [REDACTED]
Email: to [REDACTED]

From: Colin Ahern [REDACTED]
Sent: Friday, 15 July 2011 3:23 PM
To: Tom Fischer - [REDACTED]
Cc: Peter Andrew; [REDACTED]
Subject: Claims [REDACTED]

Tom

Thank you for your email. I would like to apologise that we have not responded within the required timeframe and to your expectation.

I have contacted claims to enquire as to the current position in regard to your claim, and it is currently with IDR. An IDR officer will contact you on Monday to discuss your claim with you.

Regards,

Colin Ahern

General Manager, Business Partners
Corporate Partners & Direct
QBE Australia

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From: "Tom Fischer - [REDACTED]"
To: "Christina Eller" [REDACTED]
Cc: "Peter Andrew" [REDACTED] "Colin Ahern" [REDACTED]
Date: 15/07/2011 12:57 PM
Subject: Claims [REDACTED]

Dear Christina,

The 15 business day period described in your dispute resolution process has passed and I have not received a response to my email and attachments dated 15th June outlining the reasons that we dispute your decision not to honour our claims.

According to the process in your PDS the next step is for us to present our case to the Insurance Ombudsman which is now our intention.

Would you please let me know if perhaps your reply has gone missing in the mail or there is anything else I should know before taking this next step.

Sincerely,

Tom Fischer

* On most Fridays I work on Marketing and Administrative tasks from home, but if you wish to see me please make an appointment.

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane O 4003
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

Website: www.qpcu.harveyworld.com.au

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<http://www.facebook.com/pages/Brisbane-Australia/Harvey-World-Travel-at-QPCU/106546797153>



I am travelling to Austria again this year for a "White Christmas and New Year" with my whole family. Whilst we are there I will be putting together plans for a Small Group tour to experience these delights. Keep a watch out for the details early in 2012.



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From: Colin Ahern/MIC/QBE/Insurance
To: "Tom Fischer"
Cc: Christina Eller, Pat West/
Date: 18/07/2011 12:13 PM
Subject: RE: Claims

Peter

Good morning Tom

I have followed up with IDR this morning just to ensure your claim is being attended to as per my email to you on Friday.

Juliette wasn't available when I called, but I spoke to Christina Eller, and asked that we settle the frozen food claim on the basis that the settlement is made without an admission of liability (as the policy does not cover the deliberate act of the electricity authority turning off the power). I would like to do this as a gesture of good faith, and follows a conversation I had about your claim with Peter Andrew this morning.

Prior to settling this, the only thing we would need is your confirmation that you have not claimed for your loss of frozen food through the grants that were made available to flood affected residents through the Queensland Government. Email confirmation of this to Christine is fine.

I have Juliette to call me as soon as she is available.

Regards,

Colin Ahern
General Manager, Business Partners
Corporate Partners & Direct
QBE Australia

Fw: Claims [REDACTED]
Christina Eller to: Juliette Eden

18/07/2011 03:52 PM

----- Forwarded by Christina Eller/AU/QBE on 18/07/2011 03:52 PM -----

From: "Tom Fischer" [REDACTED]
To: "Colin Ahern" [REDACTED]
Cc: "Christina Eller" [REDACTED], "Pat West" [REDACTED], "Peter Andrew" [REDACTED]
Date: 18/07/2011 03:36 PM
Subject: RE: Claims [REDACTED]

Colin,

Thanks again for your contact and overview of our particular claims progress.

I am fully aware of the difficult position the events of January have put all insurers in and I don't want to further stretch your resources by sending unending emails.

There are however some communication processes that should be adhered to so that policy holders are not made more anxious and then have to initiate contact with your staff wasting more time. When I sent Christina the details of our dispute I confirmed with her that a reply would be received within 15 business days. A one line email last week stating that there had been delays and that I would be contacted within x days would have stopped this latest raft of emails with you and your officers saving everyone time.

As for any gaps and inconsistent information, I put this down to the inadequacy of work done by the assessor and hydrology consultant who both appeared inexperienced in their field and who relied on general information rather than site specific measurements and observations.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

From: Colin Ahern [REDACTED]
Sent: Monday, 18 July 2011 2:59 PM
To: Tom Fischer - [REDACTED]
Cc: 'Christina Eller'; 'Pat West'; 'Peter Andrew'
Subject: RE: Claims [REDACTED]

Tom

Thanks for your email.

I have just returned the office and whilst out, had missed a call from Juliette but have now just spoken to her. She is going to call you and update you on the progress of your dispute, and agree a strategy which should take us to a resolution - at least as far as the IDR process is concerned. The problem is

that none of these matters are straightforward, and we obviously want to ensure that we make fair and appropriate decisions, based on the policy cover.

Unfortunately there have been some crossed wires as I was given to understand that your claim primarily related to frozen foods (obviously not the case) which I wanted to resolve fairly quickly. I don't have direct access to your file, but based on our conversation and my discussion with Juliette, your concerns are obviously much more deeper seated than frozen food. My apologies in that regard.

I have suggested to Juliette that once you have spoken and agreed the steps to bring this matter to resolution, that she schedule regular checkpoints so you can discuss the progress towards conclusion. Juliette will explain in detail, but there are a number of inconsistencies and still some gaps when you lay out all of the information which has been collected so far.

I apologise for the lengthy delay, however the sheer volume of claims and disputes has us absolutely stretched. We have appointed new staff, however the volumes still outweigh the resourcing (our issue I know).

Regards,

Colin Ahern
General Manager, Business Partners
Corporate Partners & Direct
QBE Australia

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From: "Tom Fischer" [REDACTED]
To: "Colin Ahern" [REDACTED], "Christina Eller" [REDACTED]
Cc: "Peter Andrew" [REDACTED], [REDACTED]
Date: 18/07/2011 01:02 PM
Subject: RE: Claims [REDACTED]

Colin,

Thank you for your phone call and follow up.

As mentioned on the phone we have received some small assistance packages from the various State and Federal Government grants available and they addressed our immediate needs. They will however not go anywhere near fixing the structural damage to our house which has been quoted at between \$50,000 and \$75,000 or replacing the contents which were listed in your assessors report.

Regards,

Tom Fischer

Harvey World Travel at QPCU

Claim numbers [REDACTED]
Juliette Eden to: [REDACTED]

18/07/2011 04:44 PM

Dear Tom,

Insured: Tom Fischer
Policy numbers [REDACTED]
Claim numbers: [REDACTED]
Risk address: [REDACTED] Middle Park, Qld 4070
Date of loss: 12 January 2011

I write further to your email correspondence with my colleagues Christina Eller and Colin Ahern regarding the above claims.

Firstly, I must apologise for not contacting you sooner to advise you of the longer timescale in investigating your claim. I acknowledge that I should have kept you aware of the progress of the investigation, and I will do so in future.

I have looked at your file and the first thing is to set out as detailed a chronology as possible. This is because the timings of the inundation event(s) will be critical in determining whether the cause was stormwater runoff, river flood or a combination of the two. To this end, I have summarised the information in your letter to Christina and I set this out below. I have deliberately ignored the information in the loss assessor's report and the hydrology report, as you have indicated that they contain some inaccuracies (due in part to your wife's understandable distress when recounting the order of events). I would be grateful if you could review my summary and answer the questions in bold (where this information is known) and also add any other information you feel is relevant as to what happened and when.

Tuesday 11 January:

- In the morning, Jan returns to the house rather than proceed to the airport as planned. **Roughly what time did she return to the house? Was it raining when she got home?**
- Jan then spends all day and night moving belongings to the upper level of the house. **Did she see any storm water or river flood waters during this time? If so, where? Also, did it continue to rain during this time? When did it stop raining?**

Wednesday 12 January:

- In the morning, neighbours and friends help Jan to move other belongings (e.g. car and golf buggy) to higher ground. **Was it raining? Did she see any storm water or river flood waters during this time? If so, where?**
- Later that day, Jan leaves the house. At the time when she left, the inundation of the property was just beginning. The water had come from the east of the property, not from the rear. **Roughly what time did she leave the house? Where had the water got to? e.g. had it entered the yard only, or had it started to enter the house?**

Thursday 13 January:

- Tom and Jan return to the house at about 7am. The water had receded to way below floor level. **Where was the water at this time? e.g. out of the house but still in the yard.**

When we have a chronology that you can agree, I can go back to the hydrologist and ask him to amend the report using this information. I can also ask him to answer specific questions and to clarify the conclusion.

Thank you for your assistance,

Juliette

Juliette Eden

Dispute Resolution Specialist
Actuarial, Risk and Governance
Direct: [REDACTED]
Email: j [REDACTED]
Visit us on the web at www.qbe.com

RE: Claim numbers [REDACTED]

Tom Fischer - [REDACTED]
to:

'Juliette Eden'

19/07/2011 08:46 AM

Please consider the environment before printing this email.

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History: This message has been replied to.

Good Morning Juliette,

Thank you again for contacting me yesterday and for progressing our dispute resolution.

Following are the answers to the questions you sent:-

Tuesday 11 January:

- In the morning, Jan returns to the house rather than proceed to the airport as planned.

Roughly what time did she return to the house? 4.00PM

Was it raining when she got home? Yes

- Jan then spends all day and night moving belongings to the upper level of the house.

Did she see any storm water or river flood waters during this time? Yes

If so, where? On parts of the Golf Course particularly the low area to the east of our property where the stormwater flows to the creek.

Also, did it continue to rain during this time? Yes

When did it stop raining? Late afternoon

Wednesday 12 January:

- In the morning, neighbours and friends help Jan to move other belongings (e.g. car and golf buggy) to higher ground.

Was it raining? No

Did she see any storm water or river flood waters during this time? Yes

If so, where? On parts of the Golf Course particularly the low area to the east of our property where the stormwater flows to the creek.

- Later that day, Jan leaves the house. At the time when she left, the inundation of the property was just beginning. The water had come from the east of the property, not from the rear.

Roughly what time did she leave the house? 2.30PM

Where had the water got to? Covering pavers around house

e.g. had it entered the yard only, or had it started to enter the house? Had not entered house

at 2.30pm. Jan returned to the house at 6.30pm to get her contact lenses and at that time the water was in the laundry and bathroom up to about 20cm.

Thursday 13 January:

- Tom and Jan return to the house at about 7am. The water had receded to way below floor level.

Where was the water at this time? e.g. out of the house but still in the yard. It was closer to 6.30am when we returned and the water was well out of the house but still in the yard. A neighbour who was up at 5.30am said that the water had receded before then.

Please let me know if you need any other information or documentation to assist you with your deliberations.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003
Phone: [REDACTED]
Fax: [REDACTED]
Email: to [REDACTED]

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Flood map

Juliette Eden to: [REDACTED]

19/07/2011 11:03 AM

Tom,

In your letter of 15 June 2011, you refer to and enclose a Brisbane City Council Flood Map showing Middle Park.

Please would you confirm that you obtained this map from this website:

<http://www.brisbane.qld.gov.au/community-support/emergency-management/flooding/Understand-your-flood-risk/flood-flag-map/index.htm>

by selecting Middle Park from the drop down menu, which gives this map:

http://www.brisbane.qld.gov.au/2010%20Library/2009%20PDF%20and%20Docs/5.Community%20Support/5.4%20Emergency%20management/Flood%20maps/flooding_middle_park_flood_flag_map.pdf

Regards,

Juliette

Juliette Eden
Dispute Resolution Specialist
Actuarial, Risk and Governance

[REDACTED]
Visit us on the web at www.qbe.com

RE: Flood map

Tom Fischer - [REDACTED]

to:

'Juliette Eden'

19/07/2011 11:17 AM

Please consider the environment before printing this email.

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Juliette,

The map I attached to the email sent on 15th June was sourced from the hydrology report prepared for the Fairway Views Units.

I have compared this map and the one on the link you sent me and they appear to be identical.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

From: Juliette Eden [REDACTED]
Sent: Tuesday, 19 July 2011 11:04 AM
To: [REDACTED]
Subject: Flood map

Tom,

In your letter of 15 June 2011, you refer to and enclose a Brisbane City Council Flood Map showing Middle Park.

Please would you confirm that you obtained this map from this website:

<http://www.brisbane.qld.gov.au/community-support/emergency-management/flooding/Understand-your-flood-risk/flood-flag-map/index.htm>

by selecting Middle Park from the drop down menu, which gives this map:

http://www.brisbane.qld.gov.au/2010%20Library/2009%20PDF%20and%20Docs/5.Community%20Support/5.4%20Emergency%20management/Flood%20maps/flooding_middle_park_flood_flag_map.pdf

Regards,

Juliette

Juliette Eden
Dispute Resolution Specialist
Actuarial, Risk and Governance

[REDACTED]
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Fischer - [REDACTED]
Juliette Eden to: [REDACTED]

25/07/2011 12:02 PM

Dear Tom,

I can confirm that I have now instructed the hydrology to prepare a supplementary report regarding the inundation of your property. I have asked him to comment on a number of specific issues, including the issues you raised in your letter of 15 June and the report by Drapper Environmental Consultants. I have asked him to contact you directly to arrange a mutually convenient appointment.

Once the report is available, I will endeavour to conclude my investigations and provide a full response within a further 15 business days.

I should also remind you that you are entitled to take your dispute to the Financial Ombudsman Service (FOS). FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes that are covered by its Terms of Reference. You can contact FOS at:

Financial Ombudsman Service
GPO Box 3
Melbourne, VIC 3001
Tel: 1300 780 808
Fax: (03) 9613 6399
Email: info@fos.org.au
Web: www.fos.org.au

If you have any further queries, please do not hesitate to contact me.

Regards,

Juliette

Juliette Eden
Dispute Resolution Specialist
Actuarial, Risk and Governance
Direct: [REDACTED]
Email: [REDACTED]
Visit us on the web at www.qbe.com

RE: Fischer - [REDACTED] Brisbane

Tom Fischer

to:

'Juliette Eden'

25/07/2011 12:50 PM

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Dear Juliette,

Thank you for keeping us up to date with the progress of our disputed claim.

Regards,

Tom Fischer

Harvey World Travel at QPCU

231 North Quay, Brisbane Q 4003

PO Box 13003 George Street, Brisbane Q 4003

From: Juliette Eden [REDACTED]

Sent: Monday, 25 July 2011 12:03 PM

To: [REDACTED]

Subject: Fischer - [REDACTED], Brisbane

Importance: High

Dear Tom,

I can confirm that I have now instructed the hydrology to prepare a supplementary report regarding the inundation of your property. I have asked him to comment on a number of specific issues, including the issues you raised in your letter of 15 June and the report by Drapper Environmental Consultants. I have asked him to contact you directly to arrange a mutually convenient appointment.

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Financial Ombudsman Service

GPO Box 3

Melbourne, VIC 3001

Tel: 1300 780 808

Fax: (03) 9613 6399

Email: info@fos.org.au

Web: www.fos.org.au

If you have any further queries, please do not hesitate to contact me.

Regards,

Juliette

RE: Fischer - [REDACTED] Brisbane

Tom Fischer [REDACTED]

to:

'Juliette Eden'

19/08/2011 04:37 PM

Cc:

""Colin Ahern"", ""Peter Andrew""

Please consider the environment before printing this email.

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Dear Juliette,

On the 25th July you emailed me and advised that you have instructed your Hydrologist to review his findings and contact me to arrange a mutually agreeable appointment.

You offered to contact me every Monday morning with an update but I said that wasn't necessary and to only let me know when there was any significant news.

As more than 15 business days have passed again without any contact from the Hydrologist or you I will be taking your advice also contained in the email to put my dispute in the hands of the Financial Ombudsman.

Whilst there was understanding in the initial stages of the claims process as to the enormity of the task your staff had, there is now no longer an excuse for not addressing issues in a timely manner. I must say this is disappointing as nobody in your organisation has kept any of the commitments made and I will be highlighting this to the ombudsman in my submission.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

From: Juliette Eden [REDACTED]
Sent: Monday, 25 July 2011 12:03 PM
To: [REDACTED]
Subject: Fischer - [REDACTED] Brisbane
Importance: High

Dear Tom,

I can confirm that I have now instructed the hydrology to prepare a supplementary report regarding the inundation of your property. I have asked him to comment on a number of specific issues, including the issues you raised in your letter of 15 June and the report by Drapper Environmental Consultants. I have asked him to contact you directly to arrange a mutually convenient appointment.

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GPO Box 3
Melbourne, VIC 3001
Tel: 1300 780 808
Fax: (03) 9613 6399
Email: info@fos.org.au
Web: www.fos.org.au

If you have any further queries, please do not hesitate to contact me.

Regards,

Juliette

Juliette Eden
Dispute Resolution Specialist
Actuarial, Risk and Governance


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Tom Fischer [REDACTED] Eriboll Close, Middle Park -Claim No [REDACTED]

Richard Feld to: [REDACTED]

22/08/2011 11:27 AM

Bcc: Juliette Eden, [REDACTED]

Dear Tom

I refer to your email 19 August 2011 to our Juliette Eden.

I confirm that this matter has now been transferred from Juliette to myself and that I will be conducting the internal dispute resolution process for you.

I have had a telephone conversation earlier today with our hydrologist, David Cox from Water Technology. Mr Cox confirmed with me that he will attempt to make contact with you by telephone, within the next 48 hours, to arrange a second site visit with you to assist in the preparation of his supplementary report.

Please feel free to contact me at any time should you have any questions. I will keep you updated as to the progress of the supplementary report, and once received I will attempt to complete my investigations and provide a full response to you within 15 business days thereafter.

Regards

Richard Feld
Dispute Resolution Specialist
Actuarial, Risk & Governance
QBE Australia

[REDACTED]
Visit us on the web at www.qbe.com.au



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Subject: Tom Fischer [REDACTED] Middle Park [REDACTED]

Dear Tom

I refer to your email 19 August 2011 to our Juliette Eden.

I confirm that this matter has now been transferred from Juliette to myself and that I will be conducting the internal dispute resolution process for you.

I have had a telephone conversation earlier today with our hydrologist, David Cox from Water Technology. Mr Cox confirmed with me that he will attempt to make contact with you by telephone, within the next 48 hours, to arrange a second site visit with you to assist in the preparation of his supplementary report.

Please feel free to contact me at any time should you have any questions. I will keep you updated as to the progress of the supplementary report, and once received I will attempt to complete my investigations and provide a full response to you within 15 business days thereafter.

Regards

[REDACTED]
Dispute Resolution Specialist
Actuarial, Risk & Governance
QBE Australia

[REDACTED]
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Subject: Tom Fischer - Eriboll Close, Middle Park -Claim No [REDACTED]

Dear Tom

I refer to your email 19 August 2011 to our Juliette Eden.

I confirm that this matter has now been transferred from Juliette to myself and that I will be conducting the internal dispute resolution process for you.

I have had a telephone conversation earlier today with our hydrologist, David Cox from Water Technology. Mr Cox confirmed with me that he will attempt to make contact with you by telephone, within the next 48 hours, to arrange a second site visit with you to assist in the preparation of his supplementary report.

Please feel free to contact me at any time should you have any questions. I will keep you updated as to the progress of the supplementary report, and once received I will attempt to complete my investigations and provide a full response to you within 15 business days thereafter.

Regards

Richard Feld
Dispute Resolution Specialist
Actuarial, Risk & Governance
QBE Australia

[REDACTED]
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RE: Tom Fischer ■ Eriboll Close, Middle Park -Claim No [REDACTED]

[REDACTED] to: Tom Fischer - [REDACTED]

22/08/2011 03:38 PM

Dear Tom

I acknowledge receipt of your email below received at 12.39pm earlier today.

I am informed that Water Technology has made contact with you today and will be attending your premises on Wednesday 24 August 2011 at 2.30pm for the second site inspection.

Regards

[REDACTED]
Dispute Resolution Specialist
Actuarial, Risk & Governance
QBE Australia

[REDACTED]
Visit us on the web at www.qbe.com.au

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"Tom Fischer - [REDACTED] Dear Richard,

22/08/2011 12:39:51 PM

From: "Tom Fischer - [REDACTED]"
To: [REDACTED]
Cc: "Colin Ahern" [REDACTED], "Peter Andrew" [REDACTED]
Date: 22/08/2011 12:39 PM
Subject: RE: Tom Fischer - [REDACTED] Middle Park -Claim No [REDACTED]

Dear [REDACTED]

Thank you for your email but why did it again take a contact from us to obtain information on the current status of our claims.

You give no reason for the inaction over the past weeks nor why you have taken over the dispute resolution of our claim. This is your prerogative but would indicate to anyone that it is not being dealt with properly.

It is also within your rights to have the same hydrologist prepare a supplementary report on our property but based on the initial interview and cursory manner in which the first findings were reported I don't have any confidence that a second assessment will receive any better attention.

Given all this I will still be sending copies of all the correspondence between us and QBE to the Financial Ombudsman to review as well as making submissions to the Queensland Flood Commission of Enquiry and The Commonwealth National Disaster Insurance Review showing a timeline of the QBE responses to our claim.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]



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From: Richard Feld [REDACTED]
Sent: Monday, 22 August 2011 11:28 AM
To: [REDACTED]
Subject: Tom Fischer [REDACTED] Middle Park - [REDACTED]

Dear Tom

I refer to your email 19 August 2011 to our Juliette Eden.

I confirm that this matter has now been transferred from Juliette to myself and that I will be conducting the internal dispute resolution process for you.

I have had a telephone conversation earlier today with our hydrologist, David Cox from Water Technology. Mr Cox confirmed with me that he will attempt to make contact with you by telephone, within the next 48 hours, to arrange a second site visit with you to assist in the preparation of his supplementary report.

Please feel free to contact me at any time should you have any questions. I will keep you updated as to the progress of the supplementary report, and once received I will attempt to complete my investigations and provide a full response to you within 15 business days thereafter.

Regards

Richard Feld
Dispute Resolution Specialist
Actuarial, Risk & Governance
QBE Australia



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RE: Tom Fischer [REDACTED] Middle Park -Claim No [REDACTED]

Tom Fischer [REDACTED]

to:

'Richard Feld'

22/08/2011 03:46 PM

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Dear Richard,

Thank you for getting back to me.

I have made an appointment with David Cox and a colleague to attend our house at 2.30pm on Wednesday this week.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003



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From: Richard Feld [REDACTED]

Sent: Monday, 22 August 2011 3:38 PM

To: Tom Fischer [REDACTED]

Subject: RE: Tom Fischer [REDACTED] Middle Park - [REDACTED]

Dear Tom

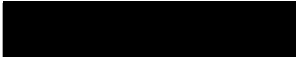
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Regards

Richard Feld
Dispute Resolution Specialist

Actuarial, Risk & Governance
QBE Australia



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From: "Tom Fischer - [redacted]"
To: "Richard Feld" [redacted]
Cc: "Colin Ahem" <[redacted]> Peter Andrew" [redacted]
Date: 22/08/2011 12:39 PM
Subject: RE: Tom Fischer [redacted] Middle Park -Claim N [redacted]

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Given all this I will still be sending copies of all the correspondence between us and QBE to the Financial Ombudsman to review as well as making submissions to the Queensland Flood Commission of Enquiry and The Commonwealth National Disaster Insurance Review showing a timeline of the QBE responses to our claim.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003
Phone: [redacted]
Fax: [redacted]
Email: [redacted]



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From: [REDACTED]
Sent: Monday, 22 August 2011 11:28 AM
To: [REDACTED]
Subject: Tom Fischer [REDACTED] Middle Park - [REDACTED]

Dear Tom

I refer to your email 19 August 2011 to our Juliette Eden.

I confirm that this matter has now been transferred from Juliette to myself and that I will be conducting the internal dispute resolution process for you.

I have had a telephone conversation earlier today with our hydrologist, David Cox from Water Technology. Mr Cox confirmed with me that he will attempt to make contact with you by telephone, within the next 48 hours, to arrange a second site visit with you to assist in the preparation of his supplementary report.

Please feel free to contact me at any time should you have any questions. I will keep you updated as to the progress of the supplementary report, and once received I will attempt to complete my investigations and provide a full response to you within 15 business days thereafter.

Regards

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RE: Tom Fischer [REDACTED], Middle Park - [REDACTED]

Tom Fischer - [REDACTED]

to:

'Richard Feld'

25/08/2011 08:56 AM

Cc:

""Colin Ahern"", ""Peter Andrew""

Please consider the environment before printing this email.

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Dear Richard,

Thank you for finally arranging the hydrologists to revisit our property. Unfortunately this was a total waste of QBE's money and our time.

David Cox attended with his team leader Chris whose sole intention was to justify David's initial report. They had no intention of doing any further investigation and had a closed mind to the cause of inundation to our house. One comment was that they had done hundreds of these and they were all caused by flooding. Chris said that they disagreed with the findings of the report on a neighbouring property which we presented but this puts them and QBE at odds with the Insurers of that property who have accepted it as correct and settled claims on that basis.

Chris stated that they had a dumpy level in their car to measure the habitable floor level but there was never an intention to use it or take any other observations. It took several requests to get them to inspect the stormwater outlet 100 metres from our house from which we believe the inundation may have originated. At the site Chris conceded that in fact that it was a stormwater culvert that channelled the water onto the golf course.

You will be aware by now that we have made a submission to the Financial Ombudsman to review this case and QBE's handling of it. It is unfortunate that it has come to this but you would have to agree that up to this point we have been more than understanding and accepting of your actions although they hardly constitute timely and diligent processes even considering the exceptional circumstances.

Regards,

Tom Fischer

Harvey World Travel at QPCU
231 North Quay, Brisbane Q 4003
PO Box 13003 George Street, Brisbane Q 4003

From: Richard Feld [REDACTED]
Sent: Monday, 22 August 2011 11:28 AM
To: [REDACTED]
Subject: Tom Fischer - [REDACTED] Middle Park - [REDACTED]

Dear Tom

I refer to your email 19 August 2011 to our Juliette Eden.

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Regards

Richard Feld
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ATTACHMENT 8

Insured: Tom Fischer
Policy no: [REDACTED]
Claim no: [REDACTED]
Date of note: 18 July 2011

JUE engaged in speaking to Colin Ahern on his calling. JUE explained that there are a number of gaps and inconsistencies in the information on file. Further clarification is required from the insured. Also, it is likely that a supplementary site specific hydrology report will be necessary. Agreed JUE will call the insured to update him on progress and agree a strategy for the IDR process. JUE to call the insured once a week (e.g. every Monday) to update him on the IDR.

JUE engaged in telephoning the insured. JUE apologised for not contacting him sooner to advise him of the longer timescale in resolving the claim.

JUE explained that, having reviewed the file in detail, there are a number of inconsistencies in the information as to what happened and when. The insured acknowledged that some of the information provided by his wife was wrong as she was still upset when the loss adjuster visited. He has tried to address this in his letter of 15 June. I explained that we need as detailed a chronology as possible, because there may have been more than one inundation event and the timings of the inundation event(s) will be vital in determining whether the cause(s) was stormwater runoff, river flood or a combination of the two. Therefore, I will summarise the information in his letter, and asked various questions where more information or clarification is required. I will ignore the information in the loss assessor's report and the hydrology report, due to potential inaccuracies. I asked him to review the summary and answer the questions and also add any other relevant information.

JUE explained that it is likely we will need a supplementary site specific hydrology report to deal with the new information / clarifications, and also to address the issues he raises in his letter of 15 June. I will instruct the hydrologist once I have the above information.

I said that I would call him every week to update him, and would Mondays be acceptable? The insured said that he understood that our resources were stretched and that there was no point using up my and his valuable time to call him if nothing has happened. He suggested, and I agreed at his insistence, that I only call him when I had something to report. He said that there is no point in calling only to confirm that the report had not been received. I explained that once I instruct the hydrologist, the next step is to await receipt of the hydrology report which is likely to take about 6 weeks.