



Allianz Australia Insurance Limited
ABN 15 000 122 850

18 March 2011

Mr R & Mrs [redacted] Clements

[redacted]
GRACEVILLE QLD 4075

Dear Mr & Mrs Clements,

Claim Numbers [redacted]
Date of Loss 12 January 2011
Policy Number [redacted]
Subject Flood Damage

Thank you for taking the time to speak with me today regarding your claim.

To assist us in considering your claim we appointed Cunningham Lindsey Australia Pty Ltd, specialist Loss Adjusters and WRM Water & Environment Pty Ltd, a firm of hydrologists. The information provided by the attending loss adjuster confirms the Brisbane River overflowed, which resulted in widespread flooding.

We confirm the policy is NAB Home Insurance [redacted] that covers loss or damage to your property caused by the defined events detailed in the policy wording. I have attached the sections of your policy wording that are relevant to this claim. Please refer to the highlighted sections.

On this occasion we are unable to accept your claim as your policy specifically excludes loss or damage to your property due to flood as defined in the policy.

The assessor has advised there is also minor water damage to a bedroom ceiling, which you have stated has occurred on multiple occasions.

We regret not being able to assist you in this instance and please do not hesitate to contact me if you have any further questions.

We also offer a formal Dispute Resolution process as explained in the attached brochure. The first step is to contact [redacted] by phone on [redacted] fax on [redacted] or email [redacted]

Yours sincerely

[redacted signature]

[redacted]
Customer Care Team

Encl: Policy Sections
Internal Dispute Resolution Brochure

QFCI

JM

Date: 27/09/11

Exhibit Number: 649



NAB Home Insurance

Policy Document

Product Disclosure Statement

Issuer

Allianz Australia Insurance Ltd
(referred to as Allianz)
ABN 15 000 122 850
AFSL No. 234708

Registered Office

2 Market Street
Sydney NSW 2000

Preparation date

1 September 2008

Client enquiries

13 29 28



3. **Explosion**
(Applicable whether you have buildings and/or contents cover)
We will pay for loss or damage caused by explosion.
4. **Fire or smoke**
(Applicable whether you have buildings and/or contents cover)
We will pay for loss or damage caused by fire or smoke.
We will not pay for damage:
- which arises gradually out of repeated exposure to fire or smoke;
 - to any property as a result of its undergoing a process necessarily involving the application of heat; or
 - to any property as a result of scorching and/or melting.
5. **Impact damage**
(Applicable whether you have buildings and/or contents cover)
We will pay for loss or damage caused by the impact of any of the following objects:
- a road or rail vehicle;
 - a watercraft;
 - an external aerial which collapses or breaks;
 - an animal other than a domestic pet;
 - falling trees or parts of falling trees. We will not pay if the loss or damage is caused by the lopping or felling of trees at your risk address and you have given express or implied consent for the lopping or felling;
 - an aircraft or anything dropped or falling from an aircraft, space debris or debris from a rocket or satellite.
6. **Lightning or thunderbolt**
(Applicable whether you have buildings and/or contents cover)
We will pay for loss or damage caused by lightning or thunderbolt.
7. **Malicious acts**
(Applicable whether you have buildings and/or contents cover)
We will pay for loss or damage caused by malicious acts.

We will not provide cover if the loss or damage was caused by a malicious act by:

- you, your domestic helpers, or your tenants,
- the invitees of you, your domestic helpers, or your tenants, or
- any person who is acting with your express or implied consent.

We will not pay if the malicious act relates to contents which are in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences.

'Malicious acts' does not mean theft.

8. **Riot or civil commotion**
(Applicable whether you have buildings and/or contents cover)

We will pay for loss or damage caused by riot or civil commotion.

- ~~9. **Storm, rainwater or run-off**
(Applicable whether you have buildings and/or contents cover)
We will pay for loss or damage caused by storm, rainwater or run-off.~~

'storm' means violent wind (including cyclones and tornadoes), thunderstorms and hail which may be accompanied by rain or snow.

'rainwater' means rain falling naturally from the sky onto the buildings and/or ground.

'run-off' means rainwater that has collected on or has flowed across normally dry ground or has overflowed from swimming pools or spas.

~~We will not pay for loss or damage~~

~~caused by:~~

~~ⓐ flood or~~

~~ⓑ flood water combined with run-off land or rainwater.~~

~~'flood' means the inundation of normally dry land by water that has escaped or has been released from the normal confines of any natural watercourse, lake or lagoon whether or not altered or modified from any reservoir, canal or dam.~~