Statement of James Joseph Higgins

Regarding AAMI policyholder Dennis Ward

QFCI JM Date: 25/10/11 879 Exhibit Number:

STATEMENT OF JAMES JOSEPH HIGGINS IN RESPONSE TO REQUIREMENT TO PROVIDE INFORMATION ISSUED TO AAMI INSURANCE DATED 28 SEPTEMBER 2011

JAMES JOSEPH HIGGINS, c/- Suncorp, Level 31, 266 George Street, Brisbane, states on oath:

- 1. I am the Executive Manager, Queensland Event Recovery for Suncorp Personal Insurance, a division of the Suncorp Group.
- 2. I have authority on behalf of Australian Associated Motor Insurance Limited (AAMI) to respond to the Requirement to Provide Information issued by the Commission of Inquiry dated 28 September 2011 and addressed to the Suncorp Group.
- 3. This response relates to information received by the Queensland Flood Commission of Inquiry from Dennis Ward in relation to a AAMI Home and Contents insurance policy
- AAMI's records show that AAMI issued a Home Building Insurance Policy (the policy) to Mr Dennis Ward and Miss Suzanne Jones (the customer) for the period 29 January 2010 to 29 January 2011 under policy number and the property at 36 Nardoo St, Fernvale (the property).
- 5. The property was insured as follows:
 - a. Complete replacement cost (CRC) for Building;
 - b. \$64,100.00 for contents; and
 - c. \$1,000.00 personal valuables.
- 6. The following excesses applied to the policy:
 - a. \$300.00 building excess (total flexi excess plus standard); and
 - b. \$200.00 contents excess(total flexi excess plus standard);
 - c. \$100.00 portable cover excess; and
 - d. \$1,000.00 unoccupied excess.
- 7. Mr Ward has given information to the Commission which is set out in points 1 to 10 of the Commission's letter directed to me dated 28 September 2011.

Question 1: In respect of the above information, please set out anything with which AAMI disagrees, and the reasons why.

8. The following table summarises the communications between AAMI and Mr Ward in relation to the progress of his claim.

Date	Mode of communication	Communication details
12/1/2011	Telephone	A call was received from Mr Ward lodging claim for flood, advice provided that water needs to recede before inspection can take place
14/1/2011	Telephone	Mr Ward called seeking advice on what actions he should take and coverage was discussed
17/1/2011	Telephone	Mr Ward called and discussed time frames on claim process
17/1/2011	Telephone	Called Mr Ward, discussed damage to the dwelling and claims process again. Advised assessment booked and Assessor would make contact
3/2/2011	Telephone	Mr Ward called seeking update on claim. Advised Insured we were waiting on assessor's report.
22/2/2011	Telephone	Called Mr Ward and advised assessment report received and waiting for Hydrological report. Discussed damage to the dwelling
1/3/2011	Telephone	Mr Ward called seeking status of claim
10/3/2011	Telephone	Mr Ward called seeking advice regarding the hydrological report
15/3/2011	Telephone	Mr Ward called seeking status update of claim, confirmed the hydrological report had been received
21/3/2011	Telephone	Mr Ward called seeking status of the claim, advised claim was being reviewed
28/3/2011	Telephone	Mr Ward called seeking status update of the claim
29/3/2011	Telephone	Called Mr Ward regarding the current status of the claim advising the decision is still being reviewed
4/4/2011	Telephone	Mr Ward called seeking status update of the claim. Advised management reviewing claim for a decision.
7/4/2011	Telephone	Called Mr Ward and requested he supply video footage of water rising
7/4/2011	Telephone	Called Mr Ward and video footage and photographs received
12/4/2011	Telephone	Mr Ward called seeking status of the claim.
12/4/2011	Telephone	AAMI returned Mr Ward's call and advised that decision has been made to provide partial cover for his claim up to 100mm. Insured not happy and wanted matter sent to CAS.

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18/4/2011	Email	Email received from Mr Ward
18/4/2011	Email	Email sent to Mr Ward acknowledging receipt of his email
21/4/2011	Telephone	Called Mr Ward advising builder will be in contact to provide Scope of Works for damage covered by policy
5/5/2011	Email	Mr Ward sent email message from Consumer Appeal Service regarding extension
17/5/2011	Email and mail	AAMI send Mr Ward a letter (via email and mail) advising claim accepted to 370mm and 900mm to shed.
23/5/2011	Telephone	Mr Ward called and was advised of above decision. Insured builder attended property to provide quote.
30/5/2011	Telephone	Mr Ward called seeking update of the claim. Insured requested copy of Scope of Works.
31/5/2011	Telephone	Called Mr Ward and discussed contents list
1/6/2011	Telephone	Mr Ward called but incomplete, left message to call back
1/6/2011	Telephone	Called Mr Ward and claim fulfilment discussed
2/6/2011	Telephone	Called Mr Ward and discussed settlement of the contents component of claim
17/6/2011	Telephone	Mr Ward called seeking status update of the claim and advised quote had been received
23/6/2011	Telephone	Mr Ward called and discussed scope of works
28/6/2011	Telephone	Mr Ward called seeking status update of the claim, Mr Ward advise of the payment for building damage
5/7/2011	Email	Mr Ward emailed a list of concerns

- 9. AAMI would like to highlight the following in relation to the issues numbered 1 to 10 in the Requirement to Provide Information.
- 10. Point 1: On 12 January 2011, when Mr Ward was seeking to lodge his claim:
 - a. The company's call centres at Milton and Brisbane CBD were being evacuated on information from authorities that the Milton premises were likely to flood, and that power was to be cut to the CBD premises;
 - b. The call centre in Toowoomba, which had been damaged by flood and closed on 10 January 2011, was being repaired, and became re-operational in the course of 12 January 2011;

c. As a result, calls were redirected to interstate call centres. However, due to this reduced capacity and the size of the flood event, unfortunately some customers would have experienced delays in their calls to call centres being answered.

Being advised that an assessor would attend the insured property was appropriate advice for the circumstances of Mr Ward's claim, and is what was then arranged.

- 11. Point 2: Due to the damage caused to the call centres it was necessary for calls to be diverted resulting in Mr Ward speaking to different staff members.
- 12. Point 3: Inundation of the insured property occurred on 12 January 2011. An assessor was appointed on 17 January 2011 and attended the premises on 25 January 2011. Therefore, an assessor attended the premises within nine working days of the inundation, not three weeks.
- 13. Point 4: The AAMI claims management system utilises a diary system with electronic reminders or prompts, with a view to ensuring customers are contacted within required time frames. Mr Ward was contacted within those time frames. When providing advice it was often difficult to provide an accurate time frame as to when particular matters would be completed. This was because of the volume of work involved in processing the large number of claims and calls being received, and the fact that AAMI chose to treat each claim individually and on its own specific circumstances rather than relying solely on locality-wide or other generic information to make claim determinations.

In the course of this claim, AAMI made contact with Mr Ward on 14 occasions, and Mr Ward contacted AAMI on 18 occasions.

- 14. Point 6: The hydrologist's report obtained in relation to Mr Ward's property identified three separate water inundation events. It was necessary for AAMI to consider policy coverage in relation to each, and the extent of damage attributable to each. Appropriately, this was done with the involvement of a Manager and with legal advice, so as to endeavour to ensure that the claim was fairly and appropriately determined.
- 15. Point 7: The decision regarding the inundation of the property was based on an expert report by WRM Water and Environment. This is discussed in greater detail later in my statement.

Question 2: Please provide a copy of Mr Ward's contract of insurance which applied in respect of this claim.

16. A copy of the policy and contract of insurance is attached as Annexure 1.

Question 3: Please advise the extent to which AAMI kept Mr Ward informed of the progress of his claim from the date the claim was made, including the dates on which AAMI contacted Mr Ward; the mode of communication for each contact; and the details of that communication.

17. Over the course of Mr Ward's claim and as at the date of this statement, AAMI's records show that 32 communications either occurred or were attempted between AAMI and the

customer:

- a. AAMI contacted or attempted to contact the customer on 14 occasions, and
- b. The customer contacted or attempted to contact AAMI on 18 occasions.
- 18. Full details of the dates on which AAMI contacted Mr Ward, the mode of communication for each contact and the details of that communication are contained in the table above. A copy of AAMI's claim notes in relation to these communications are attached as Annexure 2.

Question 4: Please advise when the first decision to decline Mr Ward's claim was made and the basis upon which the claim was decided.

- 19. Mr Ward was advised verbally of the claim decision on Tuesday 12 April 2011. On the same day a written decision letter was posted to his home address. Attached as **Annexure 3** is a copy of the decision letter.
- 20. Mr Ward's claim was accepted in part and declined in part. The basis upon which the claim was decided was that AAMI determined that the insured property sustained damage as a result of three inundation events, the first of which fell within policy coverage, and the second and third did not. In reaching that decision, AAMI took into account the information held by AAMI at that time, which included:
 - a. The description of the event/s provided by Mr Ward at the time of claim lodgement, and additional information provided by him during the course of the claim, including photographic and video materials. Video footage provided by Mr Ward confirmed the flow direction of the water during the second inundation event (the subsequently disputed event). The video and photographs provided by Mr Ward on 3 March 2011 are attached as **Annexure 4**.
 - b. Property assessment report of Cunningham Lindsay Australia Pty Ltd (Cunningham Lindsay) dated 26 January 2011 prepared by an assessor from Cunningham Lindsay based on an inspection of the insured property. The Cunningham Lindsay report is attached as **Annexure 5**.
 - c. Hydrology report of WRM Water & Environment Pty Ltd (WRM) prepared by project engineer, **Sector WRM** which concluded that the insured property was subjected to three discreet inundations and made findings in relation to the cause of each inundation. The WRM report dated 15 March 2011 is attached as **Annexure 6**.
 - d. Joint hydrology report titled *Flooding in the Brisbane River Catchment, Volume* 1, An Overview dated 20 February 2011 (139 pages; available for download at www.insurancecouncil.com.au). Prepared by a panel of hydrologists commissioned by the Insurance Council of Australia, which analysed the flooding behaviour of the Brisbane River across the time period 10-14 January 2011, including river heights in locations near Fernvale, where the insured

property is located.

- e. Bureau of Meteorology weather information for Fernvale (available at: http://www.bom.gov.au/climate/data/index.shtml).
- f. Various news media reports of flooding in the period 10-14 January 2011 in the Fernyale area.
- g. Hydrology reports relating to other Fernvale properties insured by AAMI, specifically, reports that included information about overland flooding of the Brisbane River and backflow flooding through the River's tributary watercourses in and around the Fernvale area.

Question 5: Please advise the reason for delay, if any, in making the initial decision to decide Mr Ward's claim; in making the internal review decisions on this claim; or in communicating the decisions to Mr Ward.

Initial Decision

- 21. AAMI initially intended to rely upon the joint hydrology reports being commissioned by the Insurance Council of Australia. The report relevant to Mr Ward's property was released by the ICA on 20 February 2011.
- 22. Upon review of the joint report, AAMI formed the view that it was not sufficient to enable a decision to be made in relation to Mr Ward's property (and others), and that in order to ensure that the particular circumstances experienced at the insured address were properly considered, it was necessary to obtain a hydrology report specific to that property.
- WRM was commissioned on 23 February 2011, the property was inspected on 3 March 2011 and its report dated 15 March 2011 was received on 15 March 2011.
- 24. AAMI policies do not cover riverine flood, but do cover some other water damage events, such as rainwater runoff. Where properties were subjected to multiple events, it was necessary to determine the nature of each event, and whether each fell within policy coverage. If a property was subjected to multiple events, one of which was covered and other/s were not, it was necessary to determine the extent of damage attributable to each. Due to these complexities, AAMI sought legal advice on a significant number of riverine flood (or potential riverine flood) claims arising out of the December/January Queensland flood events. The overriding purpose of seeking legal advice was to ensure that the decisions it provided to its customers were in accordance with the customers' policy terms and insurance law.
- 25. As Mr Ward's claim was one of these, AAMI sought legal advice which was obtained on 7 April 2011. AAMI's solicitors reviewed in excess of 750 AAMI Queensland claims in the months following the flood events. The number of legal reviews required meant that in some cases there was a short delay between the matter being referred for legal advice, and the advice being received. In the case of Mr Ward's claim, the time period

between 15 March and 7 April 2011 reflects this delay.

- 26. AAMI's solicitor reviewed the claim on 7 April 2011 and requested a copy of the video footage which Mr Ward had advised that he held. Mr Ward was contacted by phone on the same day and provided the video footage that day. AAMI's solicitor reviewed the footage on the same day and provided advice to AAMI, also on 7 April 2011. That advice is subject to legal professional privilege.
- 27. AAMI then made a determination of the claim, which was communicated to Mr Ward on 12 April 2011.

Internal Review

28. When advised of the claim decision on 12 April 2011, Mr Ward advised that he wished to proceed to Internal Dispute Resolution (IDR) review. The steps taken to complete the IDR process are set out in my response to Question 13.1. The time taken (12 April 2011 to 17 May 2011: see response to Question 13.1 for details) is reflective of the complexity of the disputed issue, the nature of the information previously accepted by AAMI, and the volume of matters being handled by IDR Department staff in that time period. The IDR Department saw a rise in disputes in that time period, commensurate with the volume of claim decisions made by AAMI's Claim Departments, in relation to Queensland flood claims, Cyclone Yasi claims, and claims arising from Victorian floods during the same period.

Communicating Decisions to Mr Ward

29. There was no delay in communicating the IDR decision to Mr Ward. The IDR decision was made on 17 May 2011, and was communicated to Mr Ward by mail and letter the same day.

Question 6: Please provide copies of all records, including audio recordings (if any), in respect of the claim, including but not limited to, all communications between Mr Ward and AAMI, and all communications with assessors and hydrologists; and all documents regarding the internal review and Financial Ombudsman Service review.

30. Claim communications are attached as Annexure 2 referred to above.

Question 7: In respect of point 1 above:

- 7.1 Is AAMI aware of calls being made by customers to them in the period of the December 2010/January 2011 flood taking up to an hour to be answered? If so, what was the reason for this? And what, if anything, has AAMI done to avoid a recurrence of this in the future?
- 31. Over the period in question AAMI received a large volume of calls. AAMI experienced the compound difficulty of a sharp and sudden increase in the number of calls (resulting from the rapid succession of catastrophic events) compared to December 2010 and significantly higher than January 2010, and the reduction in capacity caused by the

unprecedented, successive closure of the Toowoomba, Milton and Brisbane CBD call centres. Even though the greatest impact was experienced in the Suncorp Insurance call volumes there was also an impact experience in AAMI call volumes.

- 32. The AAMI call centres are networked across three states with the Queensland operation (based in Brisbane) forming a small part of the overall capacity, approximately 20%. The service levels Queensland AAMI customers experienced, after the Brisbane flooding, were slightly reduced but the bulk of calls were seamlessly handled in NSW and Victoria.
- 33. As outlined in my earlier submission, we also dealt with additional capacity needs by putting in place a number of mechanisms such as:
 - a. Establishment of dedicated phone lines for flood and Yasi affected customers;
 - b. Retaining additional call centre staff;
 - c. Establishment of dedicated teams, including to handle AAMI Major Loss claims.
- 34. These steps were put in place shortly after the south east Queensland flood events, but were not in place at the time of Mr Ward's claim notification, one day after the Brisbane flood.
- 35. Under the business model in place at the time of Mr Ward's call, his claim was allocated to a Major Loss team. This meant that where the respective Case Manager was on another call, Mr Ward could leave a message on the Case Manager's message bank. Customers leaving messages were called back in the order of the messages left. If multiple messages for the one claim were received, then one phone call response was made.
- 36. The Suncorp group is currently examining our telephony platforms to drive greater efficiencies and improve customer response times. The Suncorp Group also conducts post event debriefs to examine successes and challenges experienced during the management of the disasters, one of which is our capability to continuously improve on our telephony response times.

Question 8: In respect of point 2 above:

- 8.1 Is it AAMI's practice (or was it AAMI's practice in dealing with floodrelated claims) not to assist policyholders by providing the name of a claims officer or a direct number to call? If so, why? If not, why was Mr Ward not provided direct contact details at an earlier stage?
- 37. From the outset of the floods across Queensland we made a decision to assess every AAMI claim individually so that we could make an informed decision on what caused the damage. This claim was lodged on Wednesday, 12 January 2011 and an assessor was appointed and attended the property on 25 January 2011. At the time of lodgement the

Qld Event Recovery team had not been set up and so this claim was allocated to our Natural Hazard team within our normal claim operations.

- 38. I was appointed Executive Manager, Qld Event Recovery team on or about 18 January 2011 after which I set up a series of teams to manage the various categories of claims, as outlined in my earlier statement. Team 1 was set up to specifically manage all Personal Insurance claims made under policies that did not cover flood, predominantly being AAMI (refer paragraph 80, 99-104 of my statement to the Commission dated 14 September 2011). We also formed a working group from various divisions within the Suncorp Group to collectively agree and manage the review of these claims. This working party consisted of senior managers from our claims, internal legal, Portfolio, insurance product, IDR and EDR departments.
- 39. Team 1 consisted of eight experienced Case Managers from our Major Loss Natural Hazard team. During the period following the floods, these Case Managers worked collectively on AAMI Flood claims. The individual Case Managers were allocated specific claims to manage but also assisted with other claims, particularly when AAMI customers called and were unable to reach their specific Case Manager.
- 40. From my examination of the Claim System, a Case Manager was appointed to this claim on or about 22 February 2011. By the end of February/early March, Case Managers were appointed to all AAMI Flood claims and the customers given their Case Manager's direct phone number, and the customer could also contact the Client Manager by phoning the general 13 22 44 number and being transferred to the Client Manager.

Question 9:In respect of point 3 above:

9.1 What date did an assessor attend at Mr Ward's property?

- 31. The assessor from Cunningham Lindsay attended the property on 25 January 2011.
- 9.2 Why did an assessor not attend at the property at an earlier date?
- 10 The assessment for this property was booked on 17 January 2011 and the assessor attended the property on 25 January 2011. Due to the nature of the flood events in the region, problems with safe access to areas and the number of available assessors, some delays were experienced in an assessor attending each property to conduct the assessment. In Mr Ward's case, the assessor attended the property within nine working days of the inundation.

9.3 What instructions, written or oral, did AAMI give the assessor? Please provide copies of these instructions.

11 A copy of AAMI's Home Assessment Instruction Sheet dated 17 January 2011 is attached as Annexure 7.

9.4 Please provide a copy of the assessor's report.

12 A copy of the assessor's report is attached and referred to above as Annexure 5.

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Question 10: In respect of point 5 above:

- 10.1 Did a hydrologist attend at Mr Ward's property on 3 March 2011? If not, please advise the date on which a hydrologist attended.
- 13 A hydrologist attended Mr Ward's property on 3 March 2011.
 - 10.2 Who was the hydrologist who attended and on what were his/her relevant qualifications?
- The hydrologist who attended was Sarah McCabe of WRM. Ms McCabe holds a Bachelor of Engineering (Environmental) (Second Class Honours.), Griffith University, Australia, 2003. Her Curriculum Vitae is attached as Annexure 8.
 - 10.3 What records does AAMI have in respect of the hydrologist's visit to Mr Ward's property? Please provide these records.
- 37. AAMI was provided with a report from WRM dated 15 March 2011 which is Annexure 6 referred to above.

Question 11: In respect of point 6 above:

- 11.1 When was the hydrologist's report received by AAMI?
- 38. The report from WRM was received by AAMI on 15 March 2011.
 - 11.2 Who was the author of the report? To AAMI's knowledge, what are the relevant qualifications of the author of the report?
- 39. The author of report was Ms Struct McCobe of WRM. Her qualifications are outlined above in my response to Question 10.2.
- 40. Further, my understanding is that all reports issued by WRM are reviewed and validated by one of the principals of WRM, namely either:
 - a. University of Peradeniya, Sri Lanka, 1979. Doctor of Philosophy, Monash University, Australia, 1985;
 - Bachelor of Engineering Civil (Honours), University of Queensland, 1990. Master of Engineering Studies, University of Queensland, 1994. Doctor of Philosophy, Griffith University, 2005; or
 - c. **Example 1993**, Bachelor of Engineering, Civil (First Class Hons.), University of Technology Sydney 1993.
 - 11.3 When was the hydrologist's report provided to Mr Ward? What was the reason, for the delay, if any, in providing the report to him?

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- 37. The report of WRM was provided to Mr Ward on 12 April 2011, along with AAMI's claim decision letter. This report was provided with AAMI's decision as it had been relied upon as the basis of AAMI's decision to not accept two of the three separate water inundation events that occurred at Mr Ward's property on 11 January 2011.
- 38. This was in accordance with AAMI's usual practice, which is that where a claim is declined, AAMI provides the insured with its determination and a copy of the information relied upon in making its determination, at the same time.
- 39. AAMI has no record of Mr Ward requesting a copy of the hydrology report prior to the time it was provided. Had such a request been made, AAMI would have provided Mr Ward with a copy.

11.4. What information did AAMI rely upon in making the decision about Mr Ward's claim? Was all this information provided to Mr Ward? If not, why was it not provided?

- 41. The information relied upon in making the decision about Mr Ward's claim is set out in my response to Question 4 above.
- 42. The site specific hydrology report of WRM and the property assessment report of Cunningham Lindsay were provided to Mr Ward with the claim decision letter.
- 43. The joint hydrology report commissioned by the ICA was available to Mr Ward on the ICA's website.
- 44. The general information which AAMI consulted and obtained to inform itself of the flooding within the general Fernvale area (being the Bureau of Meteorology weather information for Fernvale, news media reports and hydrology reports relating to other Fernvale properties insured by AAMI) was not provided to Mr Ward. This information was of assistance as background information but was not relied on in any primary sense in determining Mr Ward's claim. Further, the reports relating to other properties would not be released due to privacy issues.
- 45. AAMI also did not provide Mr Ward with the legal advice it received in relation to his claim, as that advice was and remains the subject of legal professional privilege.

Question 12: In respect of point 7 above:

12.1. What information, other than the hydrology report, did AAMI rely upon in making the decision about Mr Ward's claim?

46. The information relied upon in making the decision about Mr Ward's claim is set out in my response to Question 4 above.

Question 13: In respect of point 9 above:

13.1 Please provide details of the steps taken, including any investigations

made, in determining the outcome of the review of Mr Ward's claim; and details of when each step was taken.

- 47. On 12 April 2011, Mr Ward advised **Construction**, Technical Officer, Home Claims, he wanted to elevate his claim for an internal dispute resolution (IDR) review. The matter was referred to the Consumer Appeals Service (CAS).
- 48. CAS Administrator **Construction** received the documents from "AAMI's claims department on 12 and 14 April 2011 including video and photographs. These are referred to above and attached as Annexure 4.
- 49. CAS had created a team specifically to handle reviews in flood matters, which comprised staff members with extensive IDR experience to review flood matters, and consisted of a Team Leader, Senior Dispute Resolution Officer and two Dispute Resolution Officers.
- 50. On 13 April 2011, CAS notified Mr Ward confirming receipt of the matter for review and advising an anticipated completion date of 5 May 2011. Attached as **Annexure 9** is a copy. On the same date, Mr Ward's review was allocated to the Senior Dispute Resolution Officer (SDRO) within the flood review team.
- An email from Mr Ward was received in CAS on 18 April 2011. Attached as Annexure 10 is a copy of that email attaching a letter from Mr Ward dated 16 April 2011. CAS acknowledged receipt of the email by return email to Mr Ward the same day.
- 52. After conducting a preliminary review of the matter, the SDRO sent an email, attached as **Annexure 11**, to Mr Ward on 5 May 2011 advising that she required additional time to consider the information to hand, due to the complexities of the matter, and that she anticipated being in a position to provide a final decision by 10 May 2011.
- 53. On Friday 6 May 2011, the SDRO sought legal advice in relation to Mr Ward's submission from Suncorp Group Legal, which is the internal legal team within the Suncorp Group. Suncorp Group Legal agreed the matter would be discussed the following week.
- 54. Also on 6 May 2011, Mr Ward sent an email to the SDRO, attached as Annexure 12, relating to the review extension and stating, in summary, that the Financial Ombudsman Service allowed 45 days for an internal dispute resolution outcome, which would expire on 12 May 2011. The SDRO discussed Mr Ward's email with the Executive Manager IDR General Insurance Suncorp on 10 May 2011, and also sought comment on Mr Ward's review submission from the Team Leader Home Claims and the Technical Events Claims Manager Queensland. Such a process evidences a comprehensive investigation and consideration by her of the reasons for AAMI's original decision and the matters raised by Mr Ward.
- 55. On 11 May 2011, the SDRO sent an email, attached as **Annexure 13**, to Mr Ward detailing the progress of her review and advising that she was unable to finalise it at that

time as she was seeking further information and advice from others. She advised that she anticipated being in a position to provide Mr Ward with a further update or decision by 20 May 2011.

- 56. AAMI's original decision was that water inundation to a level of 100mm above floor level occurred in the first event and was caused by rainwater runoff, and therefore was covered by the policy, but that further inundation to a level of 370mm above floor level and 900mm within the insured shed, were from causes outside the cover of the policy.
- 57. On 17 May 2011 the SDRO completed her review of the matter. She concluded that she was satisfied that the disputed water inundation (370mm above floor level and 900mm within the shed) was more likely caused by rainwater runoff from nearby surrounds, than water that had overflowed from, or otherwise could not enter, the nearby natural watercourse. Accordingly, she determined that the disputed component of the insured's claim would be accepted and that AAMI's policy exclusion of flood would not apply to that component of the insured's claim.
- 58. On the same day, the SDRO notified AAMI's Technical Events Claims Manager Queensland of the outcome of her review, who acknowledged the outcome and undertook to advise the relevant team that would arrange settlement of the claim to proceed accordingly. The SDRO also wrote to Mr Ward advising of the outcome of the IDR review and posted and emailed him a copy of the letter. Attached as Annexure 14 is a copy of the letter sent to Mr Ward dated.

13.2 What information did AAMI rely upon in making a decision in reviewing Mr Ward's claim?

 AAMI's CAS team relied upon the documents set out in my response to Question 4, together with AAMI's Home Building and Home Contents PDSs, and internal legal advice (which is privileged).

Question 14: In respect of point 10 above:

14.1 Was any information relevant to the determination of the claim not provided to the Financial Ombudsman Service and/or Mr Ward? If so, what and why was it not provided?

- 60. As the IDR decision was in his favour, Mr Ward withdrew his complaint to the Financial Ombudsman (FOS). This occurred prior to AAMI making submissions to FOS, accordingly no information was provided by AAMI to FOS, nor was any information provided by AAMI to FOS which was not provided to Mr Ward.
- 61. Details of the information provided to Mr Ward are outlined in my response to Question 11.4.
- 62. The internal legal advice obtained in the course of the IDR review was not provided as it was and remains the subject of legal professional privilege.

Sworn by the Deponent

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At Brisbane

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This 3rd day of October 2011



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Before me



ANNEXURE 1

HOME CONTENTS

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Product Disclosure Statement

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Where to find

Important information	3
What we cover - the contents	5
Where and how your contents are covered	7
General cantents	8
Contents with limited cover	8
Extra Cover far portable valuables	12
What we cover – insured events	16
What we do nat cover – general exclusions	22
Precautions that you need to take	24
What we will pay – new far old	25
Repairing or replacing yaur contents	25
The AAMI Hame Repoir Guarantee	26
What we do nat poy for	27
Maintaining your contents	27
Other costs	27
What we cover – additional benefits	28
Accidental breakage	29
Accidental breakoge when you are a tenant	29
Cover when yau are changing homes	30
Damage ta electric motors	31
Spoiled frozen faod	31
Compensation for fatal injuries	32
What we cover – your \$10 million legal liability cover	33
What to do if you need to claim	36
Helping us pay your claim	36
What happens when you claim	36
Your responsibilities	39
Excesses	41
Important general information for yau	42
What do we mean by that?	48
The AAMI Consumer Appeals Service	53

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Important information

Your AAMI Product Disclosure Statement The AAMI Home Contents Insurance Policy

This Product Disclosure Statement provides information about the product we offer: the AAMI Hame Contents Insurance Policy. When we agree to insure your contents, your policy comprises this booklet and your policy schedule which shows the detail of the policy particular to you. See page 51.

This Product Disclosure Statement was completed on 30 April 2007.

Our commitment to you

When you are an AAMI policyholder and you need to claim an your policy, our claims service will take away the stress and hassle. We are here to help you 24 hours a day, every day of the year.

If your contents have been damaged or stalen or someone is claiming against you, please phone us immediately on 13 22 44.

Please read this policy carefully and retain it so you can refer to it if required.

We rely on the accuracy of your information

When we agree to insure you, to renew or vary your palicy, or to pay your cloim, our decision relies on the accuracy of the infarmation you give us. If that information is not accurate, we can reduce or deny any claim you may make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely the questions we ask abaut:

you,

your contents,

any events that result in a claim on your AAMI policy.

When you receive your renewal notice, please carefully check the information it shows about you. If any of that information is incorrect or incomplete, please coll us ond we will update our records.

We also require you to ...

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observe the conditions contained in your AAMI policy,

pay ar agree to pay us the premium we charge and any excesses that apply.

Some words in this policy have definite meanings

This policy uses wards that have definite meanings. To make sure you are aware of these wards and their meanings, please read 'What do we mean by thot?' on pages 48 - 52.

This policy does not cover some events, circumstances and situations

As you read through this policy, you will see there are some events, circumstances and situations it does not cover. To make sure you are aware of these exclusions, please read the whole policy carefully including the section 'What we do not cover – general exclusions' beginning on page 22.

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See also 'Important general information for you' on pages 42 - 47.

What we cover - the contents

The contents we cover

The contents we cover are items primorily used for domestic or residential purposes, and which are:

ordinorily kept at the site,

not permanently attached to your home, and

owned by you and your family or for which you are legally liable.

These are 'general contents' and 'contents with limited cover', as described on pages 8 - 12.

'Contents with limited cover' are items where we limit the amount we will pay for damage or loss. Items that are more valuable than the limits we apply may be able to be insured for their higher values. See pages 8 - 11.

Extra Cover at and away from your home is available for valuable, portable contents items such as clothing and jewellery. See pages 12 - 15.

When you are the tenant of a **freehold** property, your contents include any fixtures and fittings you are respansible for under the rental agreement and/or you own.

When you are the tenant or the owner-occupier of a **strata-titled** property, your contents include any fixtures and fittings you are responsible for under the rental agreement and/or you own and that are not insurable by the body corporate far the strata-titled development at your insured address.

Contents we do not cover

The contents we do not cover include:

hedges (whether or not they form a fence), lawns, trees, shrubs, indoor and outdoor plants, flowers, garden beds ar any other living material,

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houseboats, watercraft (**other than** surfboards, sailboards, surf skis, conces and kayaks), aircraft, caravans, trailers, mobile homes (fixed or free-standing), motor vehicles, motorcycles, minibikes, go-karts, golf carts, motorised vehicles of any other type (**other than** motorised wheelchairs) or the spore parts or occessories of any of these items,

fish, birds, pets or animals of any type,

stock in trode or samples, business or trade cash takings or business ossets, plant or equipment for any type of business including any type of farming (other than 'home business equipment' and 'tools af trade and professional equipment' – see page 10},

unset precious and semi-precious stones,

unlicensed or unregistered firearms and firearms stored illegally at your home.



Where and how your contents are covered

Which contents?	Where are they insured?	What are they covered against?
General contents - see page 8.	At your home and at the site.	Damage or loss caused by the insured events listed on pages 16 - 21.
Contents with limited cover – see pages 8 - 12. When you have items in this class that are more valuable than the limits we apply, you may be able to insure them for their higher values as specified contents. An additional premium may be payable.	At your home ond at the site.	Damage or loss coused by the insured events listed on pages 16 - 21.
Extra Cover for portable valuables – see pages 12 - 15. An additional premium is payable. When you have items in this class that ore more valuable than the limits we apply, you may be able to insure them for their higher values as Extra Cover specified items. An additional premium is payable.	Anywhere in Australia and for the first 30 days when you are overseas.	Accidental damage or loss – see page 13.

General contents

General contents are items such os furniture and furnishings; fixed woll ond floor coverings such as corpets, curtoins and internol blinds; household linen and bedding; clothing; kitchen utensils; electrical and electronic equipment and appliances not permanently attached to any building or the site; outdoor garden furniture ond equipment; sporting equipment.

General contents **do not** include 'contents with limited cover'. These ore cantents items where we limit the 'per item' and 'in total' omounts we will pay for domage or loss. See below.

Contents with limited cover

Contents with limited cover items are those where we limit what we will pay for any one claim. Increased cover may be available for items more valuable than the limits we apply. See 'Increased cover may be available for valuable items' on page 11.

Contents with limited cover – groups and items	Amount covered Up to the omount shown for any one claim.	
	Limited caver unspecified items	Limited cover specified items
Cash, vouchers, certificates etc. Cash, money orders, gift vouchers, tickets, stamps (not in a set or collection), monuscripts, certificates of title, licences, registration papers, negotiable instruments or documents of any kind.	Up to \$200 in total.	Not availoble.

8

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Contents with limited cover – groups and items	Limited cover unspecified items	Limited cover specified items	
Valuables, antiques, artwork, collections	\$5,000 in total; \$1,000 for each item; \$1,000 in total for each pair, set or collection.	Up to each specified item's	
Jewellery, watches, other items containing precious metals and gemstones, bullion.		insured value. Additional cover is ovailable for jewellery and watches by insuring them under Extro Cover. See page 12.	
Antiques (other than antique furniture).			
Paintings, prints, pictures, tapestry, figurines, sculptures, curios, decorative items made of china, porcelain, crystal ar like material.			
Pair, set or collection of any kind (for example, bullion, cards, coins, crockery, cutlery, earrings, medals, stomps etc.).			
CDs, DVDs and electronic files	\$1,000 in total	Up ta each specified item's insured value.	
CDs, DVDs and electronic files such as software, music, and moving images, the purchase of which included a licence for use in that format.	including those which form part of a set or collection.		
Computer equipment	\$7,500 in total.	Up to each specified item's insured value.	
Computers, printers and associated accessories.			

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Contents with limited cover Limited cover Limited cover - groups ond items unspecified items specified items Not available. Home business equipment \$10,000 in total. Business furniture, electrical and electronic equipment ordinarily locoted in your hame and used for office work. \$3,000 in total. Personal medicol equipment Up to each and aids specified item's insured value. Wheelchairs, artificial body parts, medical equipment, aids ond accessories. Tools of trade ond professional Not available. \$2,000 in total. equipment Tools of trade ond professional equipment used to earn any income (whether or not used in your current or farmer accupation or profession). 25% of the Contents temporarily removed Not available. from your home contents amounts covered. Contents temporarily removed from your hame but within a building within Austrolia in which you are temporarily residing are covered for damage or loss caused by an insured event.

Damage or loss to a 'contents with limited cover' item which we agree falls into more than one of the groups shown above can be claimed only against the group with the higher amount covered.

We do not pay for:

the cost of installing, replacing, recreating or rewriting software, records, working files, entertainment files or any other information on your computer or held elsewhere at your home other than the current purchase cost of proprietary CDs, DVDs and electronic files as provided for above under 'contents with limited cover'. See also 'Replacing CDs and DVDs' on page 26.

the cost of replacing, rewriting or recreating any information, records, manuscripts, plans, paper writings or any work that you had done in connection with your business or occupation,

damage or loss to home business and professional equipment while it is away from the site or which is not owned by you or for which you are not legally liable.

Increased cover may be available for more valuable items

When you have contents items in the above groups with replacement values higher than the limits we apply, you can tell us about them, and we may agree to insure them for their higher values as 'limited cover specified items' provided:

they are items and values we cover, and

you pay us any additional premium we may charge.

When we agree to insure them, your limited cover specified items will be shown together with their individual insured value on the most recent of your insurance schedule and renewal natice.

Damage or loss to a limited cover specified item can be claimed only against its specified item insured value **unless** we have agreed to also insure

11

it under Extra Cover (see below).

Any payment we make for specified items will be included in the contents amount covered.

Extra Cover for portable valuables

We offer Extra Cover for the portable items listed below.

	Extra Caver unspecified items	Extro Caver specified items
Clothing Personal clothing Equipment for babies and young children Boby capsules, prams, children's car seats Personal accessories Watches, jewellery, spectacles, sunglasses, binaculors, telescopes, opera glasses, toiletries Hondbags, purses, wallets, briefcases, trovel bags, suitcases, but not their contents Personal vision and sound equipment Portable still and motion cameras and photographic equipment, electronic music and diary systems but not any of these that are capable of being used as a telephone	Up to \$1,000 for each item, set or collection. Up to an overall limit between \$1,000 and \$5,000. You choose the overall limit.	When you tell us about the items you want to specify and their value, and we agree in writing to cover them, we will pay up to the individual item's insured value.
Sporting equipment and musical instruments		

When you pay us the additional premium we charge, Extra Cover insures these items:

for accidental damage or loss not already covered by this policy,

when they are at and away from your home within Austrolio, and

overseas for the first 30 days on each occasion you leave Australio.

Extro Cover insures your items collectively in the groups shown obove as unspecified items. You can also insure more valuable items individually as Extra Cover specified items.

Insuring your items collectively - Extra Cover unspecified items

When you insure your items under Extra Cover, the per item and overall limits, shown above, are the most we will pay if they are damoged or last. You can choose the overall limit from the options we offer.

The most recent of your insurance schedule and renewal notice will show the overall limit you have chosen.



Insuring your items individually - Extra Cover specified items

When you have more valuable items, you can insure them for their higher values as Extra Cover specified items provided:

they are items and values we cover,

we ogree in writing to cover them, and

you pay us the additional premium we charge.

When we agree to insure them, your Extra Cover specified items will be shown together with their individual insured value on the most recent of your insurance schedule and renewal notice.

Extra Cover claims

When your claim for damage or loss to any of the items you have insured under Extra Cover:

your claim will proceed first against any other cover this policy may provide,

if no cover is provided, or the cover provided is limited to an amount less than the value of your claim, your claim will also praceed against Extra Cover.

Where your claim proceeds against other cover and Extra Cover, our total payment will not exceed the replacement value of your lost or domaged items.

Any poyment we make for Extra Cover claims will be included in the contents amount covered.

The Extra Cover excess shown an the most recent of your insurance schedule and renewal notice is only payable when your claim proceeds solely against your Extra Cover.

We **do not** pay for damage or loss to Extra Cover items when they belong to or are in the custody of anyone who is engaged in professional entertainment.



What we cover - insured events

This section describes under the heading:

Yes - the insured events you are covered for,

No – the conditions and exclusions that specifically apply to particular insured events.

Yes

You are covered for damage or loss to your contents while they are in your home or at the site, occurring during the period of cover, caused by the following events:

Animals and birds - the actions of animals and birds

Earthquake including subsidence and landslide caused by an earthquake.

Explosion

Fire (burning with flames).

No

You are not covered for:

Damage or loss coused by:

vermin, rodents or insects (including termites), domestic animals,

onimals and birds kept by you in your building or at the site,

scrotching, chewing, tearing or sailing contents in the open air and within portially enclosed buildings at the site.

Damoge or loss caused by tidal wave, tsunami, high tide or other actions of the sea.

Damage or loss caused by:

any process involving the application of heat where there was no flome, for example, cigarette burn marks or scorch marks ore not covered,

soot and smoke where your building or the site has not been damaged by fire **unless** there was an occurrence within your building where no flame resulted but soot and smoke damage was caused.

Yes

Impoct - sudden and unexpected impact of any:

motor vehicle, aircroft, wotercraft or space debris,

object folling from a motor vehicle or aircraft,

falling tree or part of o tree,

aerial, mast or sotellite dish which breaks or collapses.

Liquid escaping suddenly and unexpectedly from a:

water main, drain, fixed pipe, gutter, guttering, fixed tank or drain,

sink, basin, both, shower, toilet or spa bath,

dishwasher or washing machine,

fixed heating or cooling system,

oquarium.

Malicious acts and vandalism – actual or attempted by persons who are not living with you.

Riot, civil commotion or labour disturbances

Storm and **rainwater** including stormwater runoff from areas surrounding the site, or water escoping from any water main, drain, pipe, street gutter, guttering or surfoce.

Storm means violent wind (including a cyclone or tornodo), thunderstorm or a heavy fall of rain, snow or hail.

No

Damage or loss resulting from:

liquid escaping slowly over a period of time where you could reasonably be expected to be aware of this condition.

The cost of repairing or replacing the item from which the water or liquid escaped.

Damage or loss caused if you or onyone living with you participated in the event.

Damage or loss caused by **flood**. **Flood** means the inundation or covering of normally dry land by water which:

escapes or overflows from, or

cannot enter, because it is full or has overflowed, or

is prevented from entering, because other water has already escaped or been released from it,

the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservair, canal, dam or stormwater channel.

Theft – by persons who are not living with you.

Thunderbolt and lightning

20

No

Flood does not mean stormwater runoff from oreas surrounding the site, or water escaping from ony water main, drain, pipe, street gutter, guttering or surface.

The cost of cleaning or clearing debris from any paal or spa.

Damage or loss caused by water seeping into or otherwise entering your building due to:

a defect or fault in the design, structure or construction of your building where you could reasonably be expected to be oware of the defect or fault,

building alterations, renovations or additions.

Damage or loss caused by dust where your building has not been otherwise damaged by storm.

Damage or loss to a value of mare than \$1,000 per event caused by theft of contents which were in:

the open air at the site,

within motorised vehicles, caravans, compervans and camper trailers at the site,

any buildings or outbuildings that were not fitted with working locks, or

partially enclosed buildings or areas of buildings such as carports, balconies, courtyords and verandahs.
What we do not cover – general exclusions

You are not covered under any section of the policy for damage, loss, cost or liability caused by or arising from or involving:

an unreasonable failure to properly maintain or repair your home or your contents,

wear and tear, rust, deterioration or corrosion,

mechanical, structural, electrical, electronic or other failure or breakdown, other than as provided for under 'Damage to electric motors' on page 31,

the action of light or atmosphere or climatic conditions or from any process of cleaning or restoration,

the use of sporting equipment and musical instruments,

mould, wet or dry rot, rising domp or dampness,

flood,

storm surge, being an increase in sea level that usually occurs with a severe storm or cyclone,

tidol wave, tsunami, high tide or other actions af the sea,

erosion or washing away of soil, earth or grovel,

the woshing away or movement of the surface of any path or driveway which has a surface consisting of a loose material such as gravel, stone or dirt,

soil movement or settlement,

subsidence or landslide unless caused by the insured event of earthquake,

the moving, shifting or dislodging of any swimming pool or spa ond their covers and liners, or any septic tank or other inground structure **unless** caused by the insured events af earthquake or impact, the actions of trees, plants or their roots,

actions of insects (including termites) or vermin,

scratching, chewing, tearing or soiling by animals and birds kept in your building or at the site,

the lawful taking or repossession of your contents, for example, repossession by a finance company,

fraud or fraudulent means or devices used by you or anyone acting an your behalf to obtain benefit under this policy,

deliberate or intentional acts committed by you or someone acting on your behalf or any person living with you,

war, warlike activities or revolution including any looting or pillaging,

asbestos, asbestos fibres, or derivatives of asbestos in any form.

You are not covered under any section of the policy for damage, loss, cost or liability:

directly or indirectly caused by, arising from, or connected with: the use, misuse or existence of nuclear weapons; or the use, misuse, escape or existence of nuclear fuel, waste or nuclear materials or ionising radiation or contamination from such fuels, waste or materials; or cambustion, detonation, fissian and/or fusion of nuclear fuel or nuclear materials,

directly or indirectly caused by, arising from, or connected with actual ar threatened chemical or biological pollution or contamination; or actian taken by a public authority or any body authorised by a public authority to prevent, limit or remedy such actual or threatened release, pollution or contamination.

Precautions that you need to take

Precautions

You must at all times, and at your expense, take all reasonable precautions:

for the sofety and protection of your contents and the site,

to prevent bodily injury or damage to property,

to prevent damage to your contents,

to ensure compliance with all statutory obligations, by-laws or regulations imposed by any public authority.

If you do not, we may reduce or refuse to pay any claim you may make.



What we will pay - new for old

Repairing or replacing your contents

When on insured event causes damage or loss to your contents during the period of cover, we will decide either to repair or replace your contents or to poy the cost of repairing or replacing them.

If we decide to repoir or replace your contents:

it will be with new materials or new contents,

we will make reasonable endeovours to motch materials and contents. Where this does not achieve an exoct match, materials and contents that in our opinion match the damaged or lost contents as near as reasonably practicable will be used, except os provided for under 'Damage to fixed corpets, curtains and internal blinds' on page 26.

If we decide to pay the cost of repairing or replacing your contents:

we will poy up to the contents amount covered shown on the most recent of your policy schedule and your renewal notice,

our payment will not exceed any limits detailed in this policy and it will not exceed the contents omount covered, except as provided for under 'What we cover – additional benefits' on pages 28 - 32 of this policy,

our payment will be the current retail price or the discounted price we may obtain, whichever is lower.

When the damage or loss to your contents is such that we decide to poy the omount covered and you are poying your premium in instalments, we will deduct the total unpoid balance of your annual premium from the payment we make.

Damage to fixed carpets, curtains and internal blinds

When we repair or replace damage to fixed carpets, curtains and internal blinds:

we also replace undamaged coverings if this is reasonably required to achieve a match with the repair or replacement of the damaged area,

the repair or replacement is limited to the room, passagewoy, stairwell ar functional area where the damage occurred.

Replacing CDs and DVDs

Because we will replace or pay to replace electronic files, when we replace or pay to replace CDs or DVDs that contain electronic files comprising computer software, music or moving images:

domestically-produced (or 'burned') CDs or DVDs will be replaced as blank media, or we will pay the cost of blank media,

commercially-produced CDs or DVDs will be replaced or we will pay the cost of purchasing replacement commercially-produced CDs or DVDs.

We do not cover the costs of replocing electronic files for which you do not have a licence.

The AAMI Home Repair Guarantee

The quality of workmanship and the materials used in any repair of your contents that we arrange and authorise will be guaranteed for the life of the contents.

If you are concerned about the quality of the repair of your contents, you must call us on 13 22 44. We will arrange with you to inspect the repair and we will arrange any necessary rectification work. You must not authorise any rectification work without our written authority.

What we do not pay for

We do not pay for:

the repair or replocement of undamaged contents or any undamaged port of them to match contents we have repoired or replaced, except os provided for under 'Domage to fixed carpets, curtains and internal blinds' on page 26,

any decrease in the value of a pair, set or collection when the damoged or lost item forms part of the poir, set or collection. We pay only for the repair or replacement of the item which was damaged or lost,

damage or loss on o 'new for old' basis for old contents which hove passed their 'use by' dote and are stored owoy. We pay the reosonable market value for these contents based on their age ond condition ot the time of the loss.

Maintaining your contents

We insure your contents on the condition that they and your home have been and will continue to be properly maintained and repaired.

If, when you cloim for damage or loss, your contents ond your home have not been properly mointained ond repaired, we may reduce our payment or refuse to pay your cloim.

Other costs

Our payment will include, where opplicable, the following costs and these costs will be included within the contents amount covered. Where we decide to reimburse a cost you have incurred, our payment will not be more than the octual cost you incur.

Removal of debris

If the removal from your building of damaged or destroyed contents is necessary, we will pay the reasonable cost of the removal, and, at our option, make the necessary arrangements.

When your contents are removed for storage or repair

If your building is damaged or destroyed by an insured event, we will pay:

the reosonable cost and, at our option, make the necessary arrangements for any necessary removal and storage of your contents during the reosonable period for up to 12 months while your building is being rebuilt or repaired,

for any additional damage or loss to your contents caused by an insured event while they are at the place of storage or repair, provided the contents amount covered is not exceeded.

What we cover - additional benefits

For your further protection during the period of cover, we provide the following cover. Any payment we make will be additional to the contents omount covered and will include GST. Any excess on your policy applies if you claim against this cover.

Additional benefits	Page	
Accidental breakage	29	
Accidental breakage when you are a tenant	29	
Cover when you are changing homes	30	
Damage to electric motors	31	
Spoiled frozen food	31	
Compensation for fatal injuries	32	
28		

We help with ...

Accidental breakage

We will either replace or pay the reasonable cost of replacing, when it is accidentally broken:

any area of glass forming part of your furniture (including table taps, wall mirrors and free-standing lights).

We will not replace or pay for:

any accidental breakage which has occurred while the item is outside your building,

any area of glass or item which is already damaged or in an imperfect condition,

the screen of any computer, television set or other type of visual display unit,

any glass in a picture or photo frome, clock, radio, stereo or CD, video or DVD player,

glass vases, ornaments or light globes.

Accidental breakage when you are a tenant

When you are insuring your contents in a home in which you are residing as a tenant, accidental breakage cover is extended to include the following when fixed to your home:

any area of glass (including glass tint, if fitted),

glass (but not light globes) in a fixed light fitting,

basins, sinks, baths, shower bases, lavotory pans or cisterns.

We will also repair or replace or pay the cast of repairing or replacing the frame of any window, door or shower screen **but only** if this is necessary to enable the glass to be replaced.

We will not replace or pay for:

any glass in a glasshouse or conservatory,

any part of a fixed cooking or heating appliance (for example, the glass top of a stove).

The most we will pay for this benefit is \$1,000 for each event.

Cover when you are changing homes

When you are changing your home within Australio, we will cover your contents up to the amount covered for damage or loss by an insured event:

at both your old and new homes for up to 14 days from the date you start moving your contents fram your old to your new home.

We will provide this cover and continue to cover your contents at your new address ofter the 14 day period has expired when, before you begin moving your contents from your old to your new address, you tell us:

your new address,

the date you will move in, and

any associated information we require.

When you provide us with the details we require, we will tell you whether:

your new home is one at which we would normally insure contents,

there is any difference in the terms and conditions of your contents policy as it applies at your new address, and

there is any difference for the remainder of your period of cover in the premium payable for your contents at your former home and your new home. If there is any difference in the premium, we will refund or charge you that difference.

Any refund we make will be less our reasonable charge for administrative and processing costs.

If we charge you and you do not pay the additional amount within 14 doys of our notice, we may reduce the period of cover of your amended policy to match the amount you have already paid.

We **do not** cover your contents while they are in transit between your old and new addresses.

Damage to electric motors

We will pay the full cost of damage caused by electric current to an electric motor if the motor is less than 10 years old, and:

the motor is in a domestic appliance which forms part of your contents.

We **will not** pay if the damage is covered by a new product guarantee or warranty.

Spoiled frozen food

We will pay far spailage of frozen food caused by:

accidental breakdown of your freezer where your freezer is less than 10 years old, or

failure of public electricity supply to your home **other than** because of industrial action.

The most that we will pay for this benefit is \$400. No excess is payable.

Compensation for fatal injuries

If the person named as the insured in the insurance schedule, while in the home or at the site, is physically injured by:

the vialent attack of a burglar, or

a storm, fire or lightning,

and if those injuries result in death, we will pay \$5,000 to the surviving spouse (legal or de facto) **but only** if he or she was residing with the insured at the time of the event. Otherwise, the \$5,000 will be paid to the insured's estote. Where the policy is in joint names, the most we will pay is still \$5,000 but, if necessary, a proportionote amount will be paid.



What we cover - your \$10 million legal liability cover

If you are the **owner of your home**, the cover only applies to accidents which happen in Australia ond outside the baundaries of your site.

If you **rent** or **lease** your home or if your home is a **strato titled property**, then the cover applies to accidents which happen anywhere in Australia including at your home or the site.

When we will pay

We will cover you against your legal liability for all claims arising from an accident ar a series of accidents arising from any ane occurrence during the period of cover, causing:

bodily injury or death to a person, other than you or your family or any person living with you, or

damage to or loss of property, other than property which you or your family or any person living with you own or for which you or they are legally liable.

Our payment will not exceed \$10 million in total (including all legal and defence costs and GST).

When we will not pay

We do not provide cover for your legal liability arising from, or in connection with, or invalving:

ony of the causes listed under 'What we do not cover' on pages 22 - 23,

your occupancy or ownership of any residence, building, structure or land including your home building and the site **unless**

you rent or lease your home, or

your home is a strata-titled property, and

the legal liability arises from or involves the home or site at which you reside,

on event that you have organised or are legally responsible for, except where

you are the tenant of your home, or

your home is a strata-titled property, and

the event tokes place within the site,

a legal liability which arises only because you have agreed to take that liability upon yourself,

a liability which arises only because you have admitted liability,

things done intentionally ar left undone intentionally by you, or any person acting on your behalf, with reckless disregard for the consequences,

lifts, cars, motorbikes, minibikes, vehicles, watercraft, aircraft (including gliders),

Vehicles **do not** include bicycles, motorised wheelchairs, golf carts or garden appliances which do not have to be registered.

an animal other than a domestic dog or cat,

vibration, or the removal of, or interference with the support of land, buildings or other property,

alterations, additions, repairs or redecorations of your building ar the site where the total value of the works exceed \$20,000,

the transmission of any disease, contaminated body fluid or body product,

the consumption of alcohol ar drugs, if your consumption of them coused or contributed to the accident,

emplayees or workers who are covered or should have been covered by Workers' Compensation or similar legislation and who, at the time

of the accident, were emplayed by you or any persan living at your home,

the use of any port of yaur building or the site for business, trade, professional services, farming of any type, **but not**:

that part of the building used for performing office work,

ony business, trade, profession or accupation conducted or operated or undertoken:

by you or on your behalf,

by or on behalf of any person living at yaur home,

by or on behalf of any company, trust or other legal entity in which you or any person living at your home has an interest (legal, beneficial or otherwise),

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple domages however described.



What to do if you need to claim on your AAMI policy

If your contents have been damaged or lost or someone is cloiming agoinst you, please phone us immediately. We may require you to report the matter to the police.

You can call AAMI ot any time on 13 22 44.

Our claims service will take away the stress and hassle by taking care of everything for you.

Helping us to pay your claim

When you can provide us with information such as documents, booklets and photographs showing and/or valuing your contents, you help us make speedy and accurate decisions regording your claim and the repair or the replacement of your contents. This information helps establish ownership of praperty and its value and condition.

This information includes:

receipts, bank and credit card statements, agreements and reports, valuations and photographs (photographs do not have to be specifically of your cantents; they may be easily identifiable in photos taken, for example, of personal events).

We may require this type of information. If you are unable to provide information of this type, that establishes ownership and value of the property in question and the volue of your claim, then we may reduce or refuse to poy your claim.

What happens when you claim on your AAMI policy

When you tell us about the damage or loss to your contents, where necessary and as soon as possible, we arrange for our assessor to meet with you and confirm the full details of the damage or loss.

We discuss with you what is necessary to make good the damage or loss and then we will decide either to repair or replace your contents or pay the cost of repairing or replacing your contents up to the amount covered.

We ordinarily obtain independent, competitive quotes, from repairers and suppliers recammended by AAMI. If you want, you can choose o repairer or supplier to provide one of the quotes. We will review the quotes, including any quote from a repairer or supplier you choose, and what is necessary to properly repoir ar replace your contents. We will select the repairer or supplier who has submitted the more competitive and complete quote and that will be the repairer who repairs, or the supplier who replaces, your contents.

We have your contents repaired or replaced, keeping you informed all the way along.



What happens to your policy when you claim?

When we establish that...

What happens to your policy

the damage or loss is less than your contents amount covered, we decide either to	repair or replace your contents.	Your policy cantinues for the remainder of the period of cover.
	or to pay the cost of repairing or replacing your contents.	
loss is likely to be cove	pay the omount covered for your contents.	Yaur contents cover including the legal liability cover it provides comes to an end.
		We also pay, where relevant, any outstanding additional benefits. Because our payment meets all our obligations to yau in full, there is no refund of any portion of the premium.
	1940 1 - 1940 - 11 - 11 - 11 - 11 - 11 - 11 - 11 -	If you wish to reinstote your contents cover, please call us on 13 22 44.

When you claim on your policy, your responsibilities include

Preventing further damage or loss

Following on event that is likely to result in a claim, you must take all reasonable precautions to prevent any further domage, loss, cost or liability.

Allowing us access

You must provide us with access to your building and the site to inspect damage or loss; arrange quotations, repair or replacement; and undertake progress inspections if required.

Obtaining our written authority for the repair of your contents

You must not authorise the repair of your contents, apart from emergency repairs, without our written permission.

Obtaining our written consent

You must not make any admissions or settle any cloims without our prior written consent.

Giving assistance – information, notices, negotiating, defending and settling claims

You must give us the information and assistance we reasonably request in evaluating the cause, extent and value of any claim. This may include:

providing us with full details of the claim in writing,

providing valuations, receipts or other evidence of ownership,

providing written statements,

providing other relevant documents,

undergoing on interview or interviews about the circumstances of the claim,

appeoring in court and giving evidence.

You must assist us to recover any part of the claim from the person responsible for the accident or event which results in a claim.

You must promptly deliver to us ony relevant letters and notices that come into your possession.

You must tell us if you become oware of any demands, court proceedings or offers of settlement.

We shall be entitled, but not obliged to defend or represent you in any legal proceedings relating to an accident or event which may give rise to a claim ogainst us ond to control, settle ond deal with those proceedings as we see fit.

We will pay the legal and other reasonable related costs of defending any claim made against you, pravided we appoint the solicitors who will defend the claim and we have told you in writing that we will pay their costs.

You must assist us in all our endeavours to negotiate, defend or settle any claim made under this policy and to exercise for aur benefit your legal right of recovery ogainst any other porty (including a party involved in moking good any damage or loss).

If you foil to ossist us, ar do not obide by any of these terms, we may reduce or refuse to pay your claim or be entitled to recover fram you any monies paid under the claim.

Excesses

Excesses

An excess on your palicy is the amount that you must first contribute towards each claim. If your claim is for mare than one occurrence, the excess applicable to each occurrence will be payable.

The excesses that apply ta your policy will be shown on the most recent of your insurance schedule and your renewal notice. When you make a claim we may require you to pay the excesses or we may deduct the excesses from any payment we make. We will tell you when and how the excesses are to be paid or deducted.

When on unoccupied excess is poyable, it will be additional to any other excesses that apply to yaur claim.

Unoccupied excess

Your contents are at greater risk af damage or loss when your home is unoccupied for a lengthy period.

Because of this extra risk, if you claim for damage or loss to your contents:

which occurs after your home building has been unaccupied for 60 continuous days,

an additional compulsory excess is payable.

What happens when your building and contents are insured with AAMI

When your building and contents are insured with AAMI and the event leading to your claim is far damage or loss to both, whichever is the higher of your total building and your total contents excesses, including any Flexi-Premium excesses, will be payable.

AAMI Flexi-Premiums[™]

With AAMI Flexi-Premiums[™], the higher the excess you choose, the bigger the discount on your premium. Please call 13 22 44 for full details.

Important general information for you

You can contact us:

By phone: Call 13 22 44 (24 hours a day every day of the year).

Via the internet: aami.com.au

By mail: PO Box 14180, Melbourne City Moil Centre, Victoria 8001.

In person: Call 13 22 44 for the address of the closest AAMI branch or customer service centre.

Cover your contents for their current replacement cost

We will pay up to the amount covered to replace your contents at their current cost if they are destroyed or damaged beyond repair by an insured event.

Therefore it is in your own best interests to ensure the amount covered - the insured value you decide upon for your contents - is accurate when you first insure them and each time you renew your policy.

To help you do this, AAMI provides a contents value calculator that you can occess at the AAMI website aami.com.au or by calling AAMI on 13 22 44.

Inflation protection

AAMI automatically adjusts the amount covered for your cantents at the end of eoch period of cover to account for inflationary trends.

When we quote you a premium

When we quote you a premium for AAMI home contents insurance, the factors we take into account include:

the value of your contents,

our experience of the incidence and cost of contents claims,

the value of the benefits we include in your cover,

your insurance history,

the insured address (the address where your contents are located),

the cost of providing legal liability cover,

our costs of providing and administering this policy,

whether you poy your premium in instalments,

any discounts that apply because of your particular circumstances.

Government taxes and charges are included in the premium we quote.

Secure contents

When your contents are protected by additional security at your building, we reward this with a lower premium.

The security measures we take into account in deciding your premium discount are:

deadlocked external doors,

keyed locks on all accessible windows,

a local burglar alarm,

a back-to-base burglar alarm,

only electronic access (key pad or card) to the site or building,

video surveillance of access to the site or building,

doorman, security guard or security patrol.

Please call AAMI on 13 22 44 far further details.

Paying your premium

The notices we issue at the commencement and each renewal of your palicy show the various payment methods available to you.

Paying by instalments

You may also be eligible to poy in regular instalments by direct debit. The total premium we charge is higher when you pay in instalments than when you pay one sum annually.

Your responsibilities when paying by instalments

When paying by instalments:

you must be an authorised signatory on the account nominated for your direct debit payments,

you must ensure that your nominated account can accept direct debits and has sufficient funds to meet each payment at each due dote,

your financial institution may olso apply its own fees (including dishonour fees). Those fees are your responsibility.

What happens if your instalment remains unpaid?

AAMI may cancel your policy without notice if an instalment payment remains unpoid for one month or more.

Any claims arising after the due date may be refused.

Changing your instalment payments

If you wish to change or cancel your direct debit arrangements, you need to contact us at least seven days before the debit day.

If you concel the debit completely, you will need to arrange for another way to poy us your premium, to ensure you remain covered.

Important things to remember when paying by instalments

When you first commence your direct debit payments, or when you change your account details, it may take up to 14 days for us to first debit your account.

If you believe that we may have incorrectly debited your account, please contact us on 13 22 44.

When you claim on your policy and we decide that the damage or lass to your contents is so extensive that we decide to pay the amount covered, we will deduct the total unpaid balance of your annual premium from the payment we make.

Government taxes and charges

AAMI shows on receipts any government taxes and charges such as GST, Stamp Duty and Fire Service Levy allocation included in insurance premiums.

GST

Any amounts we pay and any excesses we require under this policy include GST.

Renewing your policy

When we offer to renew your policy:

we will send you a notice before the policy expiry date,

we will tell you in writing if there are any changes to the policy. Changes that benefit you apply from their introduction. Changes introducing limitations apply from the policy's renewal,

we may require an additional premium if you make a claim in the short period between the time we calculated the renewal premium and the expiry of your policy. If the additional premium is not paid, we may reduce the period of cover to match the reduced amount paid.

Cooling off period and cancelling this policy

Federal law provides that you can cancel this policy within 14 days of its purchase. AAMI allows you to cancel your palicy at any time.

In both cases, we will refund you the unexpired portion of the premium less any cancellation processing chorge to cover the reasonable administrative and transaction costs incurred by AAMI. To cancel your palicy, please call AAMI on 13 22 44.

We can only cancel your policy by giving you written notice in occordance with the Insurance Contracts Act 1984.

Joint policyholders

When you insure your contents in the names of more than one person, each person is a joint policyholder and is able to make changes that we agree with ta the policy.

Contents cover for landlords

We provide a separate policy for londlords who rent their property fully or partly furnished for domestic residential purposes. Please ask us about the AAMI Landlord Policy.

The privacy of your personal information

We ore committed to protecting the privacy of your personal information. That commitment is reflected in the AAMI Customer Charter and in our compliance with the National Privocy Principles. For further information, pleose visit our website aami.com.au or call us on 13 22 44 for a copy of our 'AAMI and Your Personal Information' brochure.

AAMI's Customer Charter

We are committed to always provide you with the highest stondard of service. The AAMI Customer Charter is a written document containing service and reporting pramises which we ore bound to deliver. In fact, we impose a penalty an ourselves if we fail to do so.

This unique Charter was drawn up through consultation with our staff, our customers and industry regulators, and is reviewed annually. Compliance

with our promises is independently audited every year and the results are reported publicly.

The AAMI Customer Charter, introduced in 1996 was Australia's first general insurance customer charter, and indeed, first retail customer charter. The Charter is your guarantee that we're always striving to deliver the best in customer service.

The AAMI Consumer Appeals Service

If you are unhappy with onything we have told you or done for you, we want you to tell us about it. If we cannot resolve the matter to your satisfaction, other appeal services are available to you. See page 53 for full details.

The General Insurance Code of Practice

AAMI is a signatory to the General Insurance Code of Proctice which sets out a commitment by the general insurance industry to raise standards of service and to promote better relations between customers and insurers.

The Code describes standords in areas such as buying insurance, claims handling, responding to catastrophes and disasters, information and education and dispute resolution. The Code was introduced in 1995 with the backing of consumer groups, the federal government, insurers and the Insurance Council of Austrolia.

More information on the Code, or a copy of the Code, can be obtained from the Insurance Ombudsman Service (IOS). You can contact the IOS on 1300 780 808 (local call cost), or you con access the Code at codeofpractice.com.au.

What do we mean by that?

AAMI, we, us, and **our** mean Australian Associated Motor Insurers Limited (ABN 92 004 791 744).

Accident means an accident or a series of accidents resulting from any one occurrence.

Amount covered is the most we will pay, less any excess, for any accidental loss and damage to your contents covered by your AAMI policy occurring during the period your cantents are insured with us. The amount covered includes GST. The current amount covered is shown on the most recent of your insurance schedule and your renewal notice.

Building means the dwelling and other structures at the site used for domestic or residential purposes. It includes:

outbuildings and permanent structural improvements,

fixtures and fittings that:

are permanently attached to the building or the site,

are stored at the site in a building capable of being locked while awaiting installation.

that part of the building used for performing office work,

services, whether above or below ground, that are your property or for which you are liable,

any jetty at your site used only for domestic purposes.

It excludes:

fixed wall and floor coverings such as carpets, curtains and internal blinds,

any part of the home building ar the site used for conducting a business, trade, professianal services, ar farming of any description, ony part of the building or other structures at the site that cannot be locked because that building or structure or part of it is being altered, renovated or rebuilt,

o temporary building or structure or a building or structure in the course of construction,

houseboats, watercraft, caravans, mobile buildings (fixed or free-standing), matorised vehicles of any type and the parts and accessaries of any of these items,

the loose surfaces of tennis courts, driveways and paths,

hedges (whether or nat they form a fence), lowns, trees, shrubs, plonts, flowers, gorden beds or any other living material.

Collection or **set** is a group of items of sufficiently common type, appearance or nature that:

they reasonably belong together, or

the group is devalued if one or more of the items is lost or damaged.

Contents. See pages 5 - 15 for the contents that are and are not covered under this policy.

Cover and covers mean the protection provided by your policy.

Damage ond loss.

Damage means actual physical damage to your contents.

Loss or lost means your contents or a part of your contents being destroyed, stolen or damaged beyond economicol repair.

Loss **does not** mean items being accidentally misplaced.

Endorsement means a special condition that applies to your policy. Any endorsements to your policy are shown on your insurance schedule.

Excess. An excess on your policy is the amount that you must first contribute towards each claim.

Fire means burning with flames.

Fixtures and **fittings** meons items used for damestic and residential purposes, and which are permanently attached to your home building or the site.

Flood means the inundation or covering of normally dry land by water which:

escapes or overflows from, or

cannot enter (becouse it is full or has overflowed), or

is prevented from entering (because other water has already escaped or been released from it),

the normal confines of ony watercourse or lake, including any that may have been modified by human intervention, or reservoir, canal, dam or stormwater channel.

Flood **does not** mean stormwoter runoff from areas surrounding the site or water escaping from any water main, pipe, street gutter, guttering or surfoce.

Home means the buildings described above.

Insured address means the address at which your contents are lacated.

Insured event. The occurrences we have listed on pages 16 ta 21 which cause damage or loss to your contents.

Living with you. Any person normally living or staying in your building or at the site.

Lot ond unit mean on area which is used for domestic or residential purposes that is shown on the plan for the Strata Titles Act ar similar

legislation applying where the lot or unit is located.

Plan means the plan of subdivision describing the area of land at the insured address created under the Strato Titles Act, Subdivision Act or similar legislation applying where the lat is located.

Occupied means you ore living or staying in your home or another person is with your consent.

Period af cover means the current period for which we have agreed to provide you with insurance cover. The current period is shown on the most recent of your insurance schedule and renewal notice and ony receipt we may send to you.

Policy means this booklet and your policy schedule.

Your **policy schedule** comprises the notices we give you which show the particular details and the current status of your policy. These notices are the most recent of your **insurance schedule** and **renewal notice**, and ony **receipt** we may send you.

Your **insurance schedule** sets out the information you have given us on which we have based our decision to insure you as well as the individual details of your policy. We will send you an updated insurance schedule whenever you advise us of a change in this information or these details.

Rental agreement means the agreement between you and your landlord or your landlord's agent which sets out the terms ond conditions of the tenancy.

Site means those parts of the land at the insured address which are used for damestic or residential purposes **but not** 'common property' which is land or areas that people os well as those living with you are entitled to use, for example common property in a multi-dwelling development.

Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy foll of rain, snow or hail.

Tenant means all the persons named in the rental agreement and their family provided that they ore normally living at the insured address.

Theft means actual or attempted theft and burglary.

You and your mean the person or persons named as the insured on the most recent of your insurance schedule and renewal notice and members of your family.

Your family means the following people who normally live with you:

your spouse or partner,

your children, parents, grandparents, grandchildren, brothers and sisters,

the children, parents, grandparents, grandchildren, brothers and sisters of your spouse or partner.



The AAMI Consumer Appeals Service

What to do if you are not satisfied with us

Here is how the AAMI Consumer Appeols Service helps you if you are dissatisfied with the results of your dealings with AAMI.

1. Who do you talk to?

If you are unhappy with anything:

we have told you or done for you, or

that has been provided on our behalf,

please tell us. You can phone us on 13 22 44 or call in to an AAMI branch. Most times we will be able to sort the matter out to your satisfaction.

2. The AAMI Customer Ombudsman

However, if you are not satisfied with our response, you can ring, write to or email the AAMI Customer Ombudsman with the details. The AAMI Customer Ombudsman will respond to you within five working days of receiving your letter or email.

3. Appealing to the independent dispute resolution scheme

If you disagree with the AAMI Customer Ombudsman's decision, you can oppeal to the Insurance Ombudsman Service. We will help you do this.

The Insurance Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 (local call cost) or by emoil to ios@insuranceombudsman.com.ou. You can also visit the IOS website at insuranceombudsman.com.au. There is no charge for this service.

4. Are any decisions binding on you?

You do not have to accept any decision AAMI or the IOS makes. You always have the option of seeking remedies elsewhere.

Any decision the AAMI Customer Ombudsmon makes or the IOS mokes is binding on AAMI, provided you also accept the decision.

How to contact AAMI

Telephane: Call 13 22 44 {24 hours a day, seven days a week}.

How to contact the AAMI Consumer Appeals Service

Telephone: 1300 130 794 (local call cost). 9am to 5pm EST Monday to Friday. Fax: (03) 9529 1214. Write to: The AAMI Customer Ombudsman, AAMI Limited,

PO Box 14180, Melbourne City Mail Centre, Victoria 8001. Email: consumerappeals@aomi.com.ou

How to contact the Insurance Ombudsman Service

Telephane: 1300 780 808 (local call cost). Email: ios@insuranceombudsman.com.au

We're here to help you 24 hours a day every day of the year

13 22 44

aami.com.au

Customer Comment Line: 1300 360 361 Australian Associated Motor Insurers Limited AFS Licence Number 238173 ABN 92 004 791 744 ©AAMI™ Printed on recycled paper to ISO 14001 standards



sode 14649077

HOME BUILDING

Now with Complete Replacement Cover™

Product Disclosure Statement


Peace of mind with AAMI

Peace of mind with Complete Replacement Cover™ for your home building

AAMI home building insurance with Complete Replacement Cover gives you absolute peace of mind.

On top of the protection we normally provide, we cover insured damage or loss to your home buildings for whatever it costs to repair or rebuild them.

AAMI home building insurance with Complete Replacement Cover repairs or rebuilds insured damage or loss to your home buildings or pays the cost of repairing or rebuilding them:

with new materials, to the same size and standard of your current home.

You will never be under insured with AAMI. See pages 17 - 19.

Peace of mind from guaranteed repair quality

The quality of workmanship and the materials used in any repair or rebuilding of your home and contents that we arrange and authorise will be guaranteed for the life of the property. See page 18.



Where to find

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Important information	4	
What we cover – the building		
What we cover - insured events		
What we da not cover – general exclusions		
Precautians that you need to take		
What we will pay – new for old		
Repairing or rebuilding your building	17	
The AAMI Home Repair Guarantee	18	
Maintaining yaur building	18	
Other costs	19	
What we cover – additional benefits		
Temporary accommodation	20	
Accidental breakage	21	
Cover when you are changing homes	21	
Damage to electric motors	22	
Locating water leaks	23	
Replacing locks	23	
Damage to garden beds, trees, shrubs and other plants	23	
What we caver – your \$10 million legal liability caver		
What to do if yau need to claim	27	
Helping us pay your claim	27	
What happens when you claim	28	
Your responsibilities	30	
Excesses	32	
Important general information for you		
What do we mean by that?		
The AAMI Consumer Appeals Service		

Important information

Your AAMI Product Disclosure Statement The AAMI Home Building Insurance Policy

This Product Disclosure Statement provides information about the product we offer: the AAMI Home Building Insurance Policy. When we agree to insure your building, your policy comprises this booklet and your policy schedule which shows the detail of the policy particular to you. See page 40.

This Product Disclosure Statement was completed on 31 July 2006.

Our commitment to you

When you are an AAMI policyholder and you need to claim on your policy, our claims service will take away the stress and hassle. We are here to help you 24 hours a day, every day of the year.

If your home building has been damaged or someone is claiming against you, please phone us immediately on 13 22 44.

Please read this policy carefully and retain it so you can refer to it if required.

We rely on the accuracy of your information

When we agree to insure you, to renew or vory your policy, or to pay your claim, our decision relies on the accuracy of the information you give us. If that information is not accurate, we can reduce ar deny any claim you may make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely the questions we ask about:

you,

your building,

any events involving your building that result in a claim on your AAMI policy.

When you receive your renewal notice, please carefully check the information it shows about you. If any of that information is incorrect or incomplete, please call us and we will update our records.

We also require you to:

observe the conditions contained in your AAMI policy,

pay or ogree to pay us the premium we charge and any excesses that apply,

tell us if you renovote, improve or extend your building after the policy commences. If you don't do this, ony payment we make for the repoir or rebuilding of your building may be limited to the cost of replacing it before it was renovated, improved or extended.

Some words in this policy have definite meanings

This policy uses words that have definite meanings. To make sure you are aware of these words ond their meanings, please read 'What do we mean by that' on pages 38 - 40.

This policy does not cover some events, circumstances and situations

As you read through this policy, you will see there are some events, circumstances and situations it does not cover. To make sure you are oware of these exclusions, please read the whole policy carefully including the section 'What we do not cover - general exclusions' beginning on page 14.

See also 'Important general information for you' on pages 33 - 37.

What we cover - the building

What do we cover as the building?	What is it covered against?	How much is it covered for?
The building is the dwelling and other structures at the site used for domestic or residential purposes.	Damage or loss caused by the insured events listed on pages 8 - 13.	The cost of repairing ar rebuilding it at the time the damage or loss occurs.
See belaw far whot the building includes.		

This policy olso covers 'other costs' (page 19), 'additional benefits' (page 20), and 'yaur legal liability' (page 24).

The building includes:

autbuildings and permanent structural improvements,

fixtures and fittings that:

are permanently attached to the home building or the site,

are stored at the site in a building capable of being locked while awaiting installation.

that port of the building used for performing office work,

services, whether above or below ground, that are your property or far which you are liable,

any jetty at your site owned by you and used only for domestic purposes.

The building excludes:

fixed wall and floor coverings such as carpets, internal blinds, drapes, and curtains,

any part of the home building or the site used for conducting a business, trade, professional services, or farming of ony description,

any part of the building or other structures at the site that cannot be locked because that building or structure or part of it is being altered, renovated or rebuilt,

a temporary building or structure or a building or structure in the course of constructian,

houseboats, watercraft, caravans, mobile buildings (fixed or free-standing), motarised vehicles of any type and the parts and accessories of any of these items,

the loose surfaces of tennis courts, driveways and paths,

hedges (whether or not they form a fence), lawns, trees, shrubs, plants, flowers, garden beds or any other living material.



What we cover - insured events

This section describes under the heading:

Yes - the insured events you are covered for,

No – the conditions and exclusions that specifically apply to particular insured events.

Yes

You are covered for damage or loss to your home building occurring during the period of cover and caused by the following events:

Animals and birds – the actions of animals and birds

Earthquake including subsidence and landslide caused by an earthquake.

Explosion

Fire (burning with flames).

No

You are not covered for:

Damage or loss caused by:

vermin, rodents, insects (including termites), domestic animals,

onimals and birds kept in your building or at the site,

scratching, chewing, tearing or soiling the exterior of all buildings and the interior of partially enclosed buildings.

Damage or loss caused by tidal wave, tsunami, high tide or other actions of the sea.

Damage or loss caused by:

any process involving the application of heat where there was no flame, for exomple, cigarette bum marks or scorch marks are not covered,

soot ond smoke where your building or the site has not been damaged by fire **unless** there was an occurrence within your building where no flame resulted but soot and smoke damage was caused.

Yes

Impact - sudden and unexpected impact of any:

motor vehicle, aircraft, watercraft or space debris,

object falling from a motor vehicle or aircraft,

falling tree or part of a tree,

aerial, mast or satellite dish which breaks or collapses.

Liquid escaping suddenly and unexpectedly from a:

water main, drain, fixed pipe, gutter, guttering, fixed tank or droin,

sink, basin, bath, shower, toilet or spa bath,

dishwosher or washing machine,

fixed heating or cooling system,

aquarium.

Malicious acts and vandalism – actual or attempted by persons who are not living with you.

Riot, civil commotion or labour disturbances

No

Damage or loss resulting from:

liquid escaping slowly over a period of time where you could reasonably be expected to be aware of this condition.

The cost of repairing or replacing the item from which the water or liquid escaped.

Damage or loss caused if you or anyone living with you participated in the event.

Yes

Storm and **rainwater** including stormwater runoff from areas surrounding the site, or water escaping from ony water main, drain, pipe, street gutter, guttering or surface.

Storm means violent wind (including a cyclane or tornado), thunderstorm or a heavy fall of roin, snow or hail.

Theft - by persons who ore not living with you.

Thunderbolt and lightning

No

Damage or loss caused by **flood. Flood** means the inundation or covering of normally dry land by water which:

escapes or averflows fram, or

cannot enter, because it is full or has overflowed, or

is prevented from entering, because other water has already escaped or been released from it,

the normal confines of any watercourse or lake, including any that may have been modified by human intervention, or reservoir, conal, dam or stormwater channel.

Flood does not mean stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface.

The cost of cleaning or clearing debris from any pool or spa.

Damage or loss caused by water seeping into or otherwise entering your building due to:

a defect or fault in the design, structure or construction of your building where you could reasonably be expected to be aware of the defect or fault,

building alterations, renovations or additions.

Damage or loss caused by dust where your building has not been otherwise damaged by storm.

What we do not cover – general exclusions

You are not covered under any section of the policy for damage, loss, cost or liability caused by or arising from or involving:

an unreasonable failure to properly maintain or repair your building,

wear and tear, rust, deterioration or corrosion,

mechanical, structural, electrical, electronic or other failure or breakdown, other than as provided for under 'Damage to electric matars' on page 22,

mould, wet or dry rat, rising damp or dampness,

flood,

storm surge, being an increase in sea level that usually occurs with o severe storm or cyclone,

tidal wave, tsunami, high tide or other octions of the sea,

erosion or washing away of soil, earth or gravel,

the washing away ar movement of the surface of any path or driveway which has a surface consisting of a loose material such as gravel, stone or dirt,

soil movement or settlement,

subsidence or landslide **unless** caused by the insured event of earthquake,

the moving, shifting or disladging of ony swimming pool or spa and their covers and liners, or any septic tank or other inground structure **unless** caused by the insured events of earthquake or impact,

the actions of trees, plants or their roots,

actions of insects (including termites) or vermin,

scratching, chewing, tearing or soiling by animols and birds kept in your building or at the site.

the lawful taking or repossession of ar from your building or site, for example, a bank taking possession as a result of a mortgoge default,

fraud ar fraudulent means or devices used by you or anyone acting on your behalf to obtain benefit under this policy,

deliberate or intentional acts committed by you ar someone acting on your behalf or any person living with you,

war, warlike activities or revolution including any looting or pilloging,

asbestos, asbestos fibres, or derivatives of asbestos in any farm,

but we will pay for the costs of removing ond disposing af asbestos from the building or site where it is directly necessary as a result of damage or loss caused by an insured event.

You are not covered under any section of the policy for damage, loss, cost or liability:

directly or indirectly caused by, arising fram, or connected with: the use, misuse or existence of nuclear weapans; or the use, misuse, escape ar existence af nuclear fuel, waste or nuclear materials or ionising radiation or contamination from such fuels, woste ar materials; or combustion, detonation, fission and/or fusian of nuclear fuel or nuclear materials,

directly or indirectly caused by, arising from, or connected with octual or threatened chemical or biological pollution or cantamination; or action taken by a public authority or any body authorised by a public authority to prevent, limit or remedy such actual or threatened release, pollution or contamination.

Precautions that you need to take

Precautions

Yau must at all times, and at yaur expense, take all reasonable precautions:

for the safety and protection of your building and the site,

to prevent bodily injury or damage to property,

to prevent damage ta your building,

to ensure campliance with all statutory obligations, by-laws or regulations imposed by any public authority, relating to the safety of persons or property.

If you do not, we may reduce ar refuse to pay any claim you may make.



What we will pay - new for old

Repairing or rebuilding your building

If your home building is damaged during the period of cover by an insured event, we will decide if the damage:

can be properly repaired, or

is so severe that we reasonably believe your building will need to be rebuilt.

Repairing your building

When we establish that your home building con be properly repaired, we will decide to:

repair it, or

pay the cost of repairing it.

When we repair your building, we will use new materials.

We will make reosonable endeavours to match materials. Where this does not achieve an exact match, materials that in our opinion match the damaged or lost materials as near as reasonably practicable will be used. We will not pay to replace undamaged materials or any undamaged part of them to achieve a match.

Rebuilding your building

When we establish that your home building will need to be rebuilt, we will decide to:

rebuild it to the same size and standard as your current building, or

pay the cost of rebuilding it to the same size and standard as your current building.

When we rebuild your building, we will use new materials.

When we decide to rebuild your building and you ore paying your premium in instalments, we will require you to pay the tatal unpaid bolonce of your premium before your claim can proceed.

Damage to fixed wall or floor coverings

When we repair or replace damage to fixed wall, ceiling or floor coverings:

we also repair or replace undamoged coverings if this is reasonably required to achieve a match with the repair or replacement of the damaged area,

the repair or replacement is limited to the room, passageway, stairwell or functional area where the damage occurred.

Fixed wall and floar coverings are items such as tiles, flooting floors, fixed cupboards and shelving.

The AAMI Home Repair Guarantee

The quality of workmanship and the materials used in any repair or rebuilding of your hame and contents that we arronge ond authorise will be guaranteed for the life of the property.

If you are cancerned about the quality of the repair or rebuilding of your home building, you must call us on 13 22 44. We will arrange with you to inspect the repair or rebuilding and we will arronge any necessary rectification work. You must not authorise any rectification work without our written outhority.

Maintaining your building; compliance with statutory requirements

We insure your home on the condition that it has been and will continue to be properly maintained and repaired, and that it complies and will continue to comply with local government or other statutory requirements. When you claim for damage or loss to your building, and your building:

has not been properly maintained and repaired, or

does not comply with local government or other statutory requirements,

we may reduce our payment or refuse to pay your claim.

Other costs

We will also pay for the following where applicable.

Demolition and removal of debris

We will pay the reasonable cost of, and, at our option, arrange for the:

demolition of your destroyed building,

removal of debris from the site necessary for repairing or rebuilding,

removal from the site of fallen and unsafe ports of a tree when the tree or part of it has impacted with your building causing damage or loss.

Making safe

We will pay the reasonable cost of, and, at our option, arrange for any temporary work required to make safe your damaged or destroyed building.

Professional fees

We will pay the reasonable fees for the services, if necessary, of an architect or surveyor.

Compliance costs

In repairing or rebuilding your building, we will pay the extra costs necessary to satisfy the current requirements of any local council or government authority.

What we cover - additional benefits

Additional benefits included within your policy:	Page
The cast of temporory occommodation	20
Accidental breakage	21
Cover when you are changing hames	21
Domage to electric motors	22
Locating water leaks	23
Replocing locks	23
Domage to gorden beds, trees, shrubs and other plants	23

We help with...

The cost of temporary accommodation

When an insured event has caused damage or loss to your building, we will help with the cost of temporary accommodation for you and, where necessary, for your domestic pets, provided:

we are satisfied your building is no longer habitable, and

you were living permanently in it at the time, and

you have claimed on this policy and we are satisfied everything is in order.

We will pay the reasonable cost incurred by you for comparable accommodatian for up to 12 months while your building is being rebuilt or repaired.

Accidental breakage

We will either replace or pay the reasonable cost of replacing the following when they are accidentally broken:

any area of glass (including glass tint, if fitted) fixed to your building,

glass (but not light globes) in a fixed light fitting in your building,

fixed basins, sinks, baths, shower bases, lovatory pans or cisterns in your building.

We will also repair or replace or pay the cost of repairing or replacing the frome of any window, door or shower screen **but only** if this is necessory to enable the glass to be replaced.

We will not replace or pay for:

any glass in o glasshouse or conservotory,

any port of a fixed coaking or heating appliance (for example, the glass top of a stave),

any area of glass or any item which is already damaged or in an imperfect condition.

Cover when you are changing homes

When you purchase onother home, we will omend your policy to cover your new home **provided** you tell us about it and give us any associated information we require.

When you provide us with the details we require, we will tell you whether:

your new home is one we would normally insure,

there is any difference in the terms and conditions of your palicy as it applies at your new address, and there is any difference for the remainder of your period of cover in the premium payable for your former home ond your new home.

If there is ony difference in the premium, we will refund or charge you that difference.

Any refund we make will be less our reasonable charge for administrative and processing costs.

If we charge you and you do not pay the additional omount within 14 doys of our notice, we may reduce the period of cover of your omended policy to match the amount you have already paid.

Cover for both your new and current homes – an additional premium is payable

When you have purchased a new home:

that we have agreed to cover,

and your current home is being sold,

but title for your current home has not been transferred to its purchaser,

we will cover:

your new home, and

your current home until the transfer of title to its purchaser.

An additional premium is poyable for this cover.

Damage to electric motors

We will pay the full cost of damage caused by electric current to an electric mator if the motor is less than ten years old, when the motor is in a piece of fixed domestic equipment forming part of your building,

We will not pay if the domage to the motor or the equipment is covered by a new product guarantee or warranty.



Locating water leaks

We will pay the reasonable cost of locating the source of water or liquid leaking ar discharging from pipes and fixtures and fittings at your building.

We will not pay the cost of repairing or replacing the pipe, fixture or fitting which caused the leak or discharge

The most we will pay is shown on the most recent of your policy schedule and renewal notice.

Replacing locks

When the key to the lock of any window or external door of your building is stolen, we will pay the reasonable cost of replocing or rekeying the locks operated by that key.

Damage to garden beds, trees, shrubs and other plants

We will help poy for damage or loss to trees, shrubs, plants, hedges or garden beds on your site caused by fire or the impact of vehicles (not driven by you or by any person living ot your home).

The most we will pay is shown on the mast recent of your policy schedule and renewal notice.

What we cover – your \$10 million legal liability cover

When we will pay

We will cover your legal liability arising from accidents that happen at the site.

We will cover you against your legal liability for all claims orising from an accident or a series of accidents arising from any one accurrence during the period of cover, causing:

bodily injury or death to a person, other than you or a member of your family or any person living at your building or the site, or

damage to or loss of property, other than property which you or your family or any person living at your building or the site own or for which you or they are legally liable.

Where your home is a lot or unit which is part of a strata-titled development, and:

there is no other lot or unit above or below your lat or unit,

you do not have any other liability insurance far your lot or unit, and

we have agreed to provide building insurance for your lot or unit,

we will also cover your legal liability arising from accidents that happen on the common property that is shown on the plon and is used for domestic or residential purposes.

Our payment will not exceed \$10 million in total (including all legal and defence costs and GST).

When we will not pay

We do not pravide cover for your legal liability arising from or involving:

any of the causes listed under 'What we do not cover' on pages 14 - 15,

your occupancy or ownership of any residence, building or land other than your home building and the site,

a legal liability which arises only because you have agreed to take that liability upon yourself,

a liability which arises only because you have admitted liability,

on event that you have organised or are legally responsible for, **except** where the event takes place within the site,

things done intentionally or left undone intentionally by you, or any person acting on your behalf, with reckless disregard for the consequences,

lifts, cars, motorbikes, minibikes, vehicles, watercroft (including sail boats) or aircraft (including gliders),

Vehicles **do not** include bicycles, motorised wheelchairs, golf carts or garden appliances which do not hove to be registered.

an onimal other than a domestic dag or cat,

vibration, or the removal of, or interference with the support of land, buildings or other property,

olterations, additions, repairs, rebuilding or redecorations of your building or the site where the total value of the works exceeds \$20,000,

the transmission of any disease, contaminated body fluid or body product,

the consumption of olcohol or drugs, if your consumption of them caused or contributed to the accident,

employees or workers who are covered or should have been covered by Workers' Campensation or similar legislation and who, at the time of the accident, were employed by you or any person living at your home,

the use of any part of your building or the site for business, trade, professional services, farming of any type, **but not:**

that part of the building used for performing office work,

ony business, trade, profession or occupation conducted or operated or undertaken:

by you or on your behalf,

by or on behalf of any person living of your home,

by or on behalf of any company, trust or other legal entity in which you or any person living at your home has an interest (legal, beneficial or otherwise),

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages however described.



What to do if you need to claim on your AAMI policy

If your insured property has been damaged or lost or someone is claiming against you, please phone us immediately. We may require you to report the matter to the police.

You can call AAMI of any time on 13 22 44.

Our claims service will take away the stress and hassle by taking core of everything for you.

Helping us to pay your claim

When you can provide us with information such as documents, booklets and photographs showing and/or valuing your building, you help us make speedy and occurate decisions regarding your claim and the repair or the rebuilding of your building. This information helps establish ownership of property and its value and condition.

This information includes:

receipts, bank ond credit card statements, agreements and reports, valuations and photographs (photographs do not have to be specifically of your building; it may be easily identifiable in photos taken, for example, of personal events).

We may require this type of information. If you are unable to provide information of this type, that establishes ownership and value of the property in question and the volue of your claim, then we may reduce or refuse to poy your claim.

What happens when you claim on your AAMI policy

When you tell us about the domage or loss to your building, where necessary and as soon as possible, we arrange:

for our ossessor to meet with you, inspect your building ond confirm the full detoils of the damoge or loss,

temporary repairs to ond the securing of your building,

temporory accommodation for you and your family. See page 20.

We discuss with you what is necessary to make good the damage or loss and then we will decide either to repair or rebuild your building or pay the cost of repoiring or rebuilding your building to the same size and standard os your current building.

Repairing or rebuilding your building

We ordinarily obtain independent, competitive quates from repairers and suppliers recommended by AAMI. If you want, you can choose a repairer and/or supplier to provide one of the quates. We review the quates, including any quate from a repairer and/or supplier you choose, and what is necessary to properly repair or rebuild your building. We choose the repairer and/or supplier who submitted the more competitive and complete quate and that will be the repairer and/or supplier who repairs or rebuilds your building.

We will enter into ony building contract with the selected repairer and/or supplier on your behalf. We will aversee the repairs and keep you informed of their progress.

Changes to your building

You can have changes mode to the design and structure of your building before repair or rebuilding. Any extro cost of such changes will be your responsibility.

We may decide to pay you the cost of repairing or rebuilding your building without the changes you require.

When we establish that		What happens to your policy
the damage ar loss can	repair your building.	Your policy continues for the remainder of the period of cover.
be repaired, we decide either to	or pay the cost of repairing your building.	Your policy continues for the remainder of the period of cover.
the damage or loss can't be	rebuild your building.	Your policy continues far the remainder of the period of cover.
repaired and your building has to be rebuilt, we decide either to	or pay the cost of rebuilding your building.	Your policy, including the legal liability cover it provides, comes to an end. We also pay, where relevant, any outstanding additional benefits. Because our payment meets all our obligations to you in full, there is no refund of any portion of the premium.

What happens to your policy when you claim?

When you claim on your policy, your responsibilities include

Preventing further damage or loss

Following an event that is likely to result in a claim, you must take all reasonable precautions to prevent any further damage, loss, cost or liability.

Allowing us access

You must provide us with access to your building ond the site to inspect damage or loss, arrange quotations, repair or rebuilding, and undertoke progress inspections if required.

Obtaining our written authority for the repair of your building

You must not authorise the repair of your building, apart from emergency repairs, without our written permission.

Obtaining our written consent

You must not make any admissions or settle any claims without our prior written consent.

Giving assistance – information, notices, negotiating, defending and settling claims

You must give us the information and ossistance we reosonably request in evaluating the cause, extent and value of any claim. This may include:

providing us with full details of the claim in writing,

providing valuations, receipts or other evidence of ownership,

providing written statements,

undergoing an interview or interviews about the circumstances of the claim,

appeoring in court and giving evidence.

You must promptly deliver to us any relevant letters and notices that come into your possession.

We shall be entitled, but nat obliged to defend or represent you in any legal proceedings relating to an accident or event which may give rise to a claim against us and to control, settle and deal with those proceedings as we see fit.

We will pay the legal and other reasonable related costs of defending ony claim made against you, provided we oppoint the salicitors who will defend the claim and we have told you in writing that we will pay their costs.

You must assist us in all our endeavours to negotiate, defend or settle any claim made under this policy and to exercise for our benefit your legal right of recovery against any other party (including a party invalved in making good any damage ar loss).

If you fail to assist us, or do not abide by any of these terms, we may reduce or refuse to pay your claim.



Excesses

Excesses

An excess on your policy is the amount that you must first contribute towards each claim. If your claim is for more than one occurrence, the excess applicable to each occurrence will be payable.

The excesses that apply to your policy will be shown on the most recent of your insurance schedule and your renewal notice. When you make a claim we may require you to pay the excess or we may deduct the excess from any payment we make. We will tell you when and how the excess is to be paid or deducted.

When an unoccupied excess is payable, it will be additional to any other excesses that apply to your claim.

Unoccupied excess	Your home building is ot greater risk of damage or loss when it is unoccupied for a lengthy period.
	Because of this extra risk, if you claim for damage or loss to your building:
	which occurs ofter your home building has not been occupied for 60 continuous doys,
	an odditional compulsory excess is payable.

What happens when your building and contents are insured with AAMI

When your building and contents are insured with AAMI and the event leading to your claim is far damage or loss to both, whichever is the higher of your total building and your total contents excesses, including any Flexi-Premium excesses, will be payable.

AAMI Flexi-Premiums[™]

With AAMI Flexi-Premiums[™], the higher the excess you choose, the bigger the discount on your premium. Pleose call 13 22 44 for full details.

Important general information for you

You can contact us:

By phone: Call 13 22 44 (24 hours a doy every doy of the year).

Via the internet: aami.com.au

By mail: PO Box 14180, Melbourne City Mail Centre, Victoria 8001.

In person: Call 13 22 44 for the address of the closest AAMI branch or customer service centre.

When we quote you a premium

When we quote you a premium for AAMI home insurance, the factors we take into account include:

the current cost of rebuilding your home building including the associated costs we cover, such as demolition and removal of debris, making sofe, professional fees, extra costs to satisfy current council or government requirements, and temporary accommodation,

our experience of the incidence ond cost of building cloims,

the value of the benefits we include in your cover,

your insurance history,

the insured address (the address where your building is located),

the cost of providing legal liability cover,

our costs of providing and administering this policy,

whether you pay your premium in instalments,

any discounts that apply because of your particulor circumstances.

Government taxes and charges are included in the premium we quote.

Excesses may be payable on any claim you make on this policy. See page 32 for further details.

Paying your premium

Yau can pay your premium onnually by cheque, credit card, BPAY, online thraugh AAMI e-PAY, or in cosh at AAMI Branches or Australia Post Offices. Further details are provided on the payment notice we issue at the commencement and each renewal of your policy.

Paying by instalments

You may also be eligible to pay in regular instolments by direct debit.

When you pay this way, the total premium is higher than we charge for one annual payment, reflecting the higher costs we experience. Any premium discounts we may provide are opplied before these additional costs ore calculated.

Your responsibilities when paying by instalments

When paying by instolments:

- you must be an authorised signatory on the account nominated for your direct debit poyments,
- you must ensure that your nominated account can accept direct debits and has sufficient funds to meet each payment at each due dote,
- your financial institution may also apply its own fees (including dishonour fees). Those fees are your respansibility.

What happens if your instalment remains unpaid?

AAMI may cancel your policy without notice if an instalment payment remains unpaid for one month or more.

Any claims arising after the due date may be refused.

Changing your instalment payments

If you wish to change or cancel your direct debit arrangements, you need to contoct us at least seven days before the debit day.

If you concel the debit completely, you will need to arrange for another way to pay us your premium, to ensure you remain covered.

Important things to remember when paying by instalments

When you first commence your direct debit payments, or when you change your occount details, it may take up to 14 days for us to first debit your account.

If you believe that we may have incorrectly debited your account, please contact us on 13 22 44.

When you claim on your policy and we decide that the damage or loss to your building is so severe that it will need to be rebuilt, we will require you to poy the total unpaid balance of your premium before your claim can proceed.

Government taxes and charges

AAMI shows on receipts any government taxes and charges such as GST, Stamp Duty and Fire Services Levy allocation included in insurance premiums.

GST

Any amounts we pay under this policy include GST.

Renewing your policy

When we offer to renew your policy:

we will send you a notice before the policy expiry date,

we will tell you in writing if there are any changes to the palicy. Changes that benefit you apply from their introduction. Changes introducing limitations apply from the palicy's renewal,

we may require an additional premium if you make a claim in the short period between the time we calculated the renewal premium and the expiry of your policy. If the additional premium is not paid, we may reduce the period of cover to match the reduced amount paid.

Cancelling this policy

As well as the rights you have under federal law, AAMI allows you to cancel your policy at any time. We will refund you the unexpired partion of the premium less any cancellation processing charge to cover the reasonable administrative and transaction costs incurred by AAMI. To cancel your policy, please call AAMI on 13 22 44.

We can only cancel your policy by giving you written natice in accordance with the Insurance Contracts Act 1984.

Joint policyholders

When you insure your home in the names of more than one person, each person is a joint policyholder and is able to make changes that we agree with to the policy.

Cover for landlords

We provide a separate policy for landlords who rent their property for domestic residential purposes. Please ask us about the AAMI Landlord Policy.

The privacy of your personal information

We are committed to protecting the privacy of your personal information. That commitment is reflected in the AAMI Customer Charter and in our compliance with the National Privacy Principles. For further information, please visit our website www.aami.com.au or call us on 13 22 44 for a copy of our 'AAMI and Your Personal Information' brochure.

AAMI's Customer Charter

We are committed to always provide you with the highest standard of service. The AAMI Customer Charter is a written document containing service and reporting promises which we are bound to deliver. In fact, we impose a penalty on ourselves if we fail to do so.

This unique Charter was drawn up through consultation with our staff, our customers and industry regulators, and is reviewed annually. Compliance with our promises is independently audited every year and the results are reported publicly.

The AAMI Customer Charter, introduced in 1996 was Australia's first general insurance customer charter, and indeed, first retail customer charter. The Charter is your guarantee that we're always striving to deliver the best in customer service.

The AAMI Consumer Appeals Service

If you are unhappy with anything we have told you or done for you, we want you to tell us about it. If we cannot resolve the matter to your satisfaction, other oppeal services are available to you. See page 41 for full details.

The General Insurance Code of Practice

AAMI is a signatory to the Generol Insurance Code of Practice which sets out a commitment by the general insurance industry to raise standards of service and to promote better relatians between customers and insurers.

The Code describes standards in areas such as buying insurance, claims handling, responding to catastrophes and disasters, information and education and dispute resolution. Introduced in 1995 with the backing of consumer groups, the federal government, insurers and the Insurance Council of Australia, it was revised in 2005.

More information on the Code, or a copy of the Code, can be obtained fram the Insurance Ombudsman Service (IOS). You can contact the IOS on 1300 780 808, tall free, or you can access the Code at www.codeofpractice.com.au
What do we mean by that?

AAMI, we, us, and **our** mean Australion Associated Motar Insurers Limited (ABN 92 004 791 744).

Accident means an accident or a series of accidents resulting from any one occurrence.

Building means the building(s) covered under this policy. See pages 6 - 7 for the buildings that **are** covered and **are not** covered under this policy.

Cover ond covers mean the protection provided by your policy.

Damage and loss.

Damage means actual physical damage to your building.

Loss or **lost** means your building or a part of your building being damaged beyond economical repair.

Endorsement means a special condition that applies to your palicy. Any endorsements to your policy are shown on your insuronce schedule.

Excess. An excess on your policy is the amount that you must first contribute towards a claim.

Fire means burning with flames.

Fixtures ond **fittings** means items used for domestic and residential purposes, and which are permonently attached to your home building or the site.

Flood means the inundatian or covering of normally dry land by water which:

escopes or overflows from, or

cannot enter (because it is full or hos overflowed), or

is prevented from entering (because other water hos already escaped or been released from ii),

the normal confines of any watercourse ar lake, including any that may have been modified by human interventian, ar reservoir, canal, dam or starmwater channel.

Fload does not mean stormwater runoff from areas surrounding the site or water escaping from any water main, pipe, street gutter, guttering or surface.

Home means the buildings described in 'What we cover – the building'. See page 6.

Home does not mean your home contents.

Insured address means the address at which your home is located.

Insured event. The occurrences we have listed on pages 8 -13 which cause damage and loss to your building.

Living with you. Any person narmally living or staying in your building or at the site.

Lot and Unit mean an area which is used for domestic or residential purposes that is shown on the plan for the Strata Titles Act or similar legislation applying where the lot or unit is located.

Plan means the plan of subdivision describing the area of land at the insured address created under the Strata Titles Act, Subdivision Act or similar legislation applying where the lot is located.

Occupied means you are living or staying in your home or another person is with your consent.

Period of cover means the current period for which we have agreed to provide you with insurance cover. The current period is shown on the most recent of your insurance schedule and renewal notice and any receipt we may send to you. Policy means this booklet and your policy schedule.

Your **policy schedule** comprises the notices we give you which show the particular details and the current stotus of your policy. These notices are the mast recent of your **insurance schedule** and **renewal notice**, and any **receipt** we may send you.

Your **insurance schedule** sets out the information you have given us an which we have based our decision to insure you as well as the individual details of your policy. We will send you an updated insurance schedule whenever you advise us of a change in this information or these details.

Site means those parts of the land at the insured address which are used for domestic or residential purposes **but not** 'common property' which is land or areas that people os well as those living with you are entitled to use, for exomple common property in a multi-dwelling development.

Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

Theft means actual or attempted theft ond burglary.

You and your mean the person or persons nomed as the insured on the most recent of your insurance schedule and renewal notice and members of your family.

Your family means the following people who normally live with you:

your spouse or pariner,

your children, parents, grandparents, grandchildren, brathers and sisters,

the children, parents, grandparents, grandchildren, brothers and sisters of your spouse or partner.

The AAMI Consumer Appeals Service

What to do if you are not satisfied with us

Here is how the AAMI Cansumer Appeals Service helps you if you are dissatisfied with the results of your dealings with AAMI.

1. Who do you talk to?

If you are unhappy with anything:

- we have told you or done for you, or
- that has been provided on our behalf,

please tell us. You can phone us on 13 22 44 or call in to an AAMI branch. Most times we will be able to sort the matter out to your satisfaction.

2. The AAMI Customer Ombudsman

Hawever, if you are not satisfied with our respanse, you can ring, write to or email the AAMI Customer Ombudsman with the details. The AAMI Customer Ombudsman will respond to you within five working days of receiving your letter or email.

3. Appealing to the independent dispute resolution scheme

If you disagree with the AAMI Custamer Ombudsman's decision, you can oppeol to the Insurance Ombudsman Service. We will help you do this.

The Insurance Ombudsman Service is an independent industry dispute resolution scheme. You can contact the service on 1300 780 808 toll free or by email to ios@insuranceombudsman.com.au You can also visit the IOS website at www.insuranceombudsman.com.au There is no charge for this service.

4. Are any decisions binding on you?

You da not have to accept any decision AAMI or the IOS makes. You olways have the option of seeking remedies elsewhere.

Any decision the AAMI Customer Ombudsmon makes or the IOS makes is binding on AAMI, provided you also accept the decision.

How to contact AAM!

Telephone: 13 22 44 (24 hours a day, seven days a week).

How to contact AAMI Consumer Appeals

Telephone: 1300 130 794 (local call costs apply).

9am to 5pm EST Mondoy to Friday.

Fax: (03) 9529 1214.

Write to: The AAMI Customer Ombudsman, AAMI Limited,

PO Box 14180, Melbourne City Moil Centre, Victorio 8001.

Email: consumerappeols@aami.com.au

How to contact the Insurance Ombudsman Service

Telephone: 1300 780 808 toll free.

Email: ios@insuranceombudsman.com.au



We're here to help you 24 hours a day every day of the year



aami.com.au

Customer Comment Line: 1300 360 361 Australian Associated Motor Insurers Limited AFS Licence Number 238173 ABN 92 004 791 744 ©AAMITM Printed on recycled paper



1463P106



Renewal Home Insurance



12 December 2009	Page 1 of 2
Insured Address	··· , ··
Nardoo St	
FERNVALE QLD 4306	
·····	
Policy Number	



Australian Associated Motor Insurers Ltd. ABN 92 004 791 744 AFSL No. 238173 Central Plaza 1, 345 Queen St Brisbane 4000

Building Policy

Contents Policy

Extra Cover for Portable Valuables

Your policy is due for renewal at midnight on 29 January 2010. If there are no changes to these details, and you want to continue to pay for your insurance by monthly instalments, you do not need to do anything. Your policy will automatically renew and we will debit your nominated account on or around the debit day of each month, until you tell us otherwise.

You can save by paying for your policy up front. The annual premium for this policy would be \$1,107 (inc. GST).

Amounts shown are GST inclusive

Instalment Period	Ma	onthly
Monthly Debit Date		14th
Direct Debit from your Credit Union Account		

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Please read the Insurance Schedule over the page to confirm important information about you and your policy.



Home Insurance Schedule

This insurance schedule shows information about you and the policy we offer. When we receive the required premium from you each month and on time, this schedule will form the basis of our agreement with you. It should be read along with your other policy documents for all conditions and limitations of cover. It's very important that you tell us if any information shown is wrong. If you don't tell us, we may not pay a claim or cancel your policy. To update any information call us on 13 22 44 or email us at gami@aami.com.au

12 December 2009	Page 2 af 2
Insured Address Nardoo St FERNVALE QLD 4306	
Policy Number	

Y	
Your Home	
Incured Address	
Nardoo St FERNVALE QLD 4306	
	0
Occupied As	Owner
Home Use	Private
National Trust Classifica	tion Na
Deadlocks	Na
Keyed Window Locks	Na
Alarm	Na
Financial Interest	Commonweolth Bank
- 4	
Policy Details	
Policy Type	Building and Contents
Period of Cover	29/01/2010 to Midnight 29/01/2011
Payment	12 Monthly Instalments
Insured	Suzonne Jones, Dennis Jahn Ward
F	
Excesses	
Building	4 1.00
Standard Excess Plus Flexi-Premium Ex	cess \$100
Contents	φ200
Standard Excess	\$100
Plus Flexi-Premium Ex	cess , \$100
Extra Cover	
	41.00
Standard Excess Plus Unoccupied Excess	(if applicable) \$100

Building Complete Replacement Cover	
Building Cover Repair or rebuilding costs	Unlimited
	Unimited
Building Additional Benefits Locating water leaks (policy booklet page 23)	\$1,000
Damage to garden beds, trees, shrubs and	¢1.000
other plants (policy booklet page 23)	\$1,000
Contents Cover	
Total Contents Amount Covered	\$64,100
General Contents	\$64,100
Limited Cover Specified Items	Nil
Extra Cover for Portable Valuables	
Extra Cover Unspecified Items	\$1,000
Extra Cover Specified Items	Nil
Legal Liability	
\$10 million	
Endorsements	
Nil	

Looking after your policies has never been easier.

At AAMI we want to make your life easier. Benefit from the convenience of **My Policy Manager** where you can view, manage and change your policies online.

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	1	ANNEXUR	£2,		
	CI	AIM ENQUIRY -	CLAIM DETAIL		OPTION
Selection	_Sel Claim No	>		Locked by	User
	Servio	e Category A	- ASSIST(LNK)	-ASSESS (CLT	MGT)-PYMNT-RCVR
Claim No		Status FI	INAL	Complete Ind	C COMPLETE
Policy No		Clas	ss HOM SubClas	ss CTS Coy	1 St 41 Br 4112
Corp Cust AA	MI Ref		Cost Ce	entre 41	
Client					
	MR DENN	IS JOHN WARD			
T/As				Inv	Addr
	ST STORM &			Complete Dte	
Claim Desc	1201201	1 IO RANG WITH	H STORM WATER	ABOUT 2 FEET	OF WATER RIGH
Date Loss	12/01/2011	Time of loss	06:35	Date Reportd	12/01/2011
Catastrophe	H115	Incident		BPay	
User Resp	QHST3	Branch Resp	4112	Cust Ref	
Orig Est	1455	Created	12/01/2011	Finalised	02/06/2011
Last Trans	27/07/2011	Reopened		Reinstated	
Highlight		F/shts Prtd		Est Recov OS	
Totals	Gross	Local			Excess/Loss
Est O/S	0.00	0.00		0.00	
Paid	53888.88	0.00		53888.88	
Cost	53888.88	0.00	0.00	53888.88	

Home Cl. PAGE <u>1</u> OF 1	aim Policy Details	OPTION
Selection Corp Cust	AAMI Cost Cntr 41	
CLIENT Type CT		
Insured:		
MR DENNIS JOHN WARD		
Address: 📰 NARDOO ST FERNVA	LE 4306	
Phone (H) (B)	(Mob) (Fax)	
RISK Address: NARDOO ST F	ERNVALE 4306	
Policy	Category POLICY	
Inception 29/01/1999	Prev Insurer 49 SUNCORP	
Due Date 29/01/2011	CanReas	
Paid to 30/12/2010	Pay Status Fre	q M - CALENDAR
Sub Ra	ating/ Date Au	to Cancel
Class SumIns Eff Date	ding, 5400	
CTS 64100 19/09/2010 01		
BLD CRC 19/09/2010 01		
PVS 1000 19/09/2010 01		
0108 - END OF SELECTED H	RANGE	
PF 1 HELP 3 PREV 5 SUSP	7 BWD 8 FWD 10 LOCK 11 MENU 1	2 MAIN CL EXIT

.

	CLAIM DETAILS		OPTION
AAMI	Claim	Loss Date 12 01 2	011 USER
Selection:			
Customer: S JONES & DJ	WARD		
Risk Addr: NARDOO ST	FERNVALE 4306		
Type: GENERAL COMMENTS			
Selection2:	******* TOP OF DA	TA ******	
00001 12012011 CALL C			· -
00002 IO IS AWARE THA	AT HE WILL HAVE TO S	WAIT UNTIL WATER RE	CEDES BEFORE
00003 INSPECTION			
00004			
00005 OVERNIGHT MELB			
00006 /			
00007 14.01.2011			
00008 IO CALLED TO TO			
00009 REMOVED DAMAGE	D FURNITURE FROM TH	E HOUSE AND IT IS N	IOW IN THE YARD -
00010 ADV THIS IS FI			
00011 ASSESSMENT. A	DV IF ITEMS WERE DA	NGEROUS OR UNHYGIEN	IIC TO TAKE
00012 PHOTOGRAPHS BE	FORE DISPOSING OF T	'HEM.	
00013			
* 00014 ALSO DISCUSSED	NATURE OF COVERAGE	STORMWATER INUNDA	ATION IS COVERED,

i

OPTION ____ CLAIM DETAILS Claim Loss Date 12 01 2011 USER IMAA Selection: ____ Customer: S JONES & DJ WARD Risk Addr: 🗾 NARDOO ST FERNVALE 4306 Type: GENERAL COMMENTS Selection2: _____ * 00015 RIVERINE INUNDATION IS NOT COVERED). IO ADV HIS PROPERTY WAS MAINLY 00016 DAMAGED BY THE FLOW OF STORMWATER TO THE CREEK, AND LATER IN THE 00017 DAY THE CREEK LEVEL ROSE TO INCLUDE HIS HOUSE. HE HAS A VIDEO RECORD 00018 OF THESE EVENTS TO SHOW THAT THE DAMAGE WAS FIRST CAUSED BY STORMWATER 00019 RUNOFF. (VIC/CA) 00020 00021 . 00022 //// 00023 17.01.2011 00024 INBOUND CALL COMPLETE- SPK/W MR IO 00025 IO ADV- WHATS THE TIME FRAME WITH REGARDS GO ASSESSOR ATTENDING 00026 ADV IO- WILL ARRANGE C/B ASAP FROM QLD BRANCH OR BRISBANE - CAN CLEAN UP AND TAKE PHOTOS AND KEEP RECIEPTS OF EVERYTHING 00027 - CAN GET BUILDERS QUOTES FOR REPAIR COSTS * 00028

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

OPTION ____ CLAIM DETAILS Loss Date 12 01 2011 USER AAMI Claim Selection: _ DJ WARD Customer: Risk Addr: MARDOO ST FERNVALE 4306 Type: GENERAL COMMENTS Selection2: ____ * 00029 IO ADV- THE DAMGE CAUSED IS FROM THE HEAVY RAINS AND NOT FLOOD AND IS CONCERNED ABOUT THE NEGATIVE STORIES HES HEARING ABOUT AAMI 00030 AS AN ASSESSOR HAS NOT BEEN OUT YET 00031 00032 ADV IO- WILL ARRANGE A C/B ASAP NSHC 00033 00035 17/01/11 -INTRO CALL COMPLETE WITH MR IO 00036 -INSD ADVD LARGE DAMAGE TO ALL AREAS OF THE BUILDING AND MUCH OF HIS 00037 CONTENTS, HE MANAGED TO SAVE CLOTHES AND THE FRIDGE IS WORKING. INSD 00038 HAD CARPET IN ALL 4 BEDROOM AND LAMINATED FLOORING IN THE REMAINDER 00039 (TILES IN BATHROOM) CARPET AND OTHER FLOORS REMOVED AND DISPOSED OF, 00040 A SECTION OF CARPET WAS KEPT AND PHOTOS WERE TAKEN OF EVERYTHING. 00041 MUCH OF THE CONTENTS WHICH COULDN'T BE SAVED WAS DISPOSED OF BUT * 00042 PHOTOS WERE TAKEN. ADVD INSD TO PROVIDE LIST OF SPOILT FOOD AND LIST

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

	CLAIM DETAILS		OPTION	_
IMAA	Claim	Loss Date 12 01 2011	USER	1
Selection:				
Customer: S JONES & DJ				
Risk Addr: MARDOO ST				
Type: GENERAL COMMENTS	3			
Selection2:				
* 00043 DAMAGED CONTENT				
00044 - ADVD \$300XS AM		NCDECETON		
00045 -ADVD ASSESSOR		NSPECTION		
00046 -BOOKED ASSESS	4ENT			
00047 . 00048 NEXT ACTION				
00048 NEXT ACTION 00049 -AWAIT ASSESSO	R REPORT			
00049 ANAII NOBEBSON				
00051				
00052				
	BOUND CALL FROM MR I	IO AT 3.00PM		5
	WANTING UPDATE ON C	CLAIM		
		WAITING ON ASSESSOR R	EPORT	
* 00056 -	IO AWARE WE WILL CON	NTACT ONCE TO HAND		· ·
		· .		
			·	• • •
PF 1 HELP 3 PREV 5	SUSP 7 BWD 8 FWD	10 LOCK 11 MENU 12 M	AIN CL EXIT	
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		an a		08

OPTION Loss Date 12 01 2011 USER Claim IMAA Selection: ___ Customer: S JONES & DJ WARD Risk Addr: NARDOO ST FERNVALE 4306 Type: GENERAL COMMENTS Selection2: ____ * 00057 00058 // 00059 22.02.2011 00060 PROGRESS CALL WITH MR IO 00061 - ADV IO REC'D ASSE REPORT BUT STILL AWAIT HYRDO REPORT, ONCE TO HAND 00062 C/M WILL CONTACT TO DISCUSS 00063 - IO ADV DAMAGE FIRST CAUSED BY STORM WATER RUNOFF EARLY ON TUESDAY 00064 MORNING (11,01,2011) *DATE OF LOSS ON CLAIM INCORRECTLY ENTERED* 00065 - IO HAS VIDEO FOOTAGE SHOWING THIS WATER ADVANCING ON HIS HOME 00066 > ADV STILL AWAIT HYDRO REPORT TO CONFIRM THIS- REFERRED HELEN YOUNG 00067 AND OK TO BOOK INDIVIDUAL HOUSE HYDRO REPORT 00068 - ASSR REPORT BACKS UP EVERYTHING IO HAS TOLD US 00069 - ADV IO HE CAN START GETTING QTES ON CTS ITEMS AND KEEP EOO FOR F&R. * 00070 AND SEND THROUGH TO SQHOME CLAIMS- IF CLAIM ACCEPTED WE CAN CASH SETTL 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT 1 HELP 3 PREV 5 SUSP 7 BWD \mathbf{PF}

CLAIM DETAILS

	CLAIM DETAILS	OP	ION
AAMI	Claim	Loss Date 12 01 2011 US	ER
Selection:		_	
	& DJ WARD	·	
	O ST FERNVALE 4306		;
Type: GENERAL COMM			
Selection2:			· · · · · · · · · · · · · · · · · · ·
* 00071 ON CTS ITEM	S		
00072 NEXT ACTION			
00073 - AWAIT HYD			
00074			÷.
00075			
00076 .			
00077.			
	ALL FROM IO 1.00PM		
	WE HAVE NOT RECEIVE	D HYDROLOGIST REPORT	
00080 - IO	ADV WE WERE GETTING	AN INDEPENDANT HYDROLOGIST	REPORT FOR
(1) Additional and the second s second second se Second second s second second sec	PROPERTY		
	NO TIME FRAME FOR I	NDEPENDANT REPORTS	
and the second	AWARE CLAIM IS FOR C		
		RVICE 2 AIR CONDITIONERS AN	D A LAWN
* 00084 - 10	ADV WOODD DIRE TO DE		
	5 SUSP 7 BWD 8 F	WD 10 LOCK 11 MENU 12 MAIN	CL EXIT
PF 1 HELP 3 PREV			
		스럽는 것 같은 것 같	
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· 제품 중에 가지 있는 것은 것을 다시 가지 않는 것 같아요. 같은 것이 가지 		· · · · · · · · · · · · · · · · · · ·	그는 말 없는 말을 넣었다.
			santurkatinin ilanahat
	환경 1916년 1917년 왕은 전쟁적으로 가지하는 것을 보는 것 1977년 7월 1917년 1917년 1917년 1917년 191		近日 耶凡明 这时最高级已经 [2] [1] 1] 1] 1] 1] 1] 1] 1] 1] 1] 1] 1] 1] 1
		· [19] 영화왕왕왕왕 - 1 전 영왕왕왕(19] 이가 소설가 가지 않는 것이다. - 100 전 19일 (1995년 - 1997년 19일 (1997년 1997년 1 - 100 전 19일 (1997년 1997년 19	
· 물론 : 2017년 - 전 1월 12일 - 2012 - 2017 - 1997 - 2017년 - 1987 - 2017년 - 2017년 - 2017년 - 1997 - 2017년			
- 승규는 그는 그를 찾으로 상태로 하려면 집말			아님의 소재 입지 않는 것

Customer: E & DJ WARD Risk Addr: NARDOO ST FERNVALE 4306 Fype: GENERAL COMMENTS Selection2:		im Loss D	Date 12 01	2011 US	ER	
Risk Addr: NARDOO ST FERNVALE 4306 Type: GENERAL COMMENTS Selection2:	election:					
Risk Addr: NARDOO ST FERNVALE 4306 Type: GENERAL COMMENTS Selection2:						
* 00085 MOWER 00086 - ADV IO TO HOLD ONTO RECEIPTS AND WE WILL REIMBURSE COSTS IF 00087 THE CLAIM IS COVERED 00088 NEXT ACTION: HYDROLOGIST REPORT TO HAND 00089 00090 *** 00091 10032011 00092 - MR IO CALLED TO SEE IF THE INDEPENDENT HYDRO REPORT HAD BEEN 00093 RECEIVED AS YET 00094 - WRM ATTENDED LAST WEEK 00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097 .	ustomer: & DJ WARI) .				
Selection2:	lisk Addr: NARDOO ST FERI	NVALE 4306	·	· · · · ·	· · · · ·	
00086 - ADV IO TO HOLD ONTO RECEIPTS AND WE WILL REIMBURSE COSTS IF 00087 THE CLAIM IS COVERED 00088 NEXT ACTION: HYDROLOGIST REPORT TO HAND 00089	Ype: GENERAL COMMENTS			1. A. A.	·	
00086 - ADV IO TO HOLD ONTO RECEIPTS AND WE WILL REIMBURSE COSTS IF 00087 THE CLAIM IS COVERED 00088 NEXT ACTION: HYDROLOGIST REPORT TO HAND 00089	Selection2:					
00087 THE CLAIM IS COVERED 00088 NEXT ACTION: HYDROLOGIST REPORT TO HAND 00089 00090 *** 00091 10032011 00092 - MR IO CALLED TO SEE IF THE INDEPENDENT HYDRO REPORT HAD BEEN 00093 RECEIVED AS YET 00094 - WRM ATTENDED LAST WEEK 00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097						
00088 NEXT ACTION: HYDROLOGIST REPORT TO HAND 00089 00090 *** 00091 10032011 00092 - MR IO CALLED TO SEE IF THE INDEPENDENT HYDRO REPORT HAD BEEN 00093 RECEIVED AS YET 00094 - WRM ATTENDED LAST WEEK 00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097	00086 - ADV IO TO H	OLD ONTO RECEIPTS AND	WE WILL R	EIMBURSI	COSTS	IF
00089 00090 *** 00091 10032011 00092 - MR IO CALLED TO SEE IF THE INDEPENDENT HYDRO REPORT HAD BEEN 00093 RECEIVED AS YET 00094 - WRM ATTENDED LAST WEEK 00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097	00087 THE CLAIM I	S COVERED		•		•
00090 *** 00091 10032011 00092 - MR IO CALLED TO SEE IF THE INDEPENDENT HYDRO REPORT HAD BEEN 00093 RECEIVED AS YET 00094 - WRM ATTENDED LAST WEEK 00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097	00088 NEXT ACTION: HYDROL	OGIST REPORT TO HAND			and a second s	·
00091 10032011 00092 - MR IO CALLED TO SEE IF THE INDEPENDENT HYDRO REPORT HAD BEEN 00093 RECEIVED AS YET 00094 - WRM ATTENDED LAST WEEK 00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097	00089					
00092 - MR IO CALLED TO SEE IF THE INDEPENDENT HYDRO REPORT HAD BEEN 00093 RECEIVED AS YET 00094 - WRM ATTENDED LAST WEEK 00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097	00090 ***					1. A
00093 RECEIVED AS YET 00094 - WRM ATTENDED LAST WEEK 00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097				1. 1 ¹ 1	1	
00094 - WRM ATTENDED LAST WEEK 00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097	00092 - MR IO CALLED TO S	EE IF THE INDEPENDENT	HYDRO REP	ORT HAD	BEEN	
00095 - ADV IO THAT THE REPORT HAS NOT YET BEEN RECEIVED BUT THAT I WOULD 00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097	00093 RECEIVED AS YET					
00096 F.UP WITH WRM TO CONFIRM WHEN WE CAN EXPECT IT 00097						
00097	00095 - ADV IO THAT THE R	EPORT HAS NOT YET BEE	N RECEIVED	BUT TH	AT I WOU	LD
그는 것 같은 집에 집안 집안에 있는 것 같아요. 김 씨는 것은 것은 것이 있는 것이 있는 것이 같이 있는 것이 없다.	00096 F.UP WITH WRM TO	CONFIRM WHEN WE CAN E	XPECT IT			
* 00098 NEXT ACTION: INDEPENDENT HYDRO REPORT	00097		e for fail a de la composition A que	pel de la		
	* 00098 NEXT ACTION: INDEPE	NDENT HYDRO REPORT		···		n an s Iomrai
			1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1			

	CLAIM	DETAILS				OPTION	
AAMI	Claim		Loss	Date 12	01 2011	USER	
Selection:							
Customer: & I	J WARD						1
Risk Addr: MARDOO	ST FERNVA	ALE 4306					
Type: GENERAL COMMENT	rs		· .				
Selection2:							
* 00099 2	AREA REPO	DRT					
00100 0	CLAIMS DI	ECISION					
00101				·			
00102 ***						·	- -
00103 15.03.2011 IN	SURED CAI	LLED @ 10.12					
00104 - CONFIRMED W							
00105 - ADV C/M WIL	L BE IN (CTC ONCE OUTC	OME HA	AS BEEN	ESTABILI	SHED	
00106							
00107							
00108 21.03.2011 -	PROGRESS	CALL FROM MF	INSRI	CONF	IRMED PR	IVACY	
		QUESTED CLAIM					1 1 1 1 1 1
00110 -	ADVISED	INSRD CLAIM (URRENT	rly bein	G REVIEW	ED BY	
00111	MANAGEME	NT AND ONCE 7	TO HANI	D I WILL	CONTACT		
* 00112 NEXT ACTION	: MANAG	EMENT REVIEW	DECSI	ON.		a se a se	
						· · · ·	

AAMI	CLAIM DETAILS Claim Loss Date 12 01 2	OPTION
Selection:		
	& DJ WARD	
Risk Addr: MARDO	O ST FERNVALE 4306	
Type: GENERAL COMM		
Selection2:		
* 00113	C/M POST ASSESSMENT CALL	
00114		
00115 .		
00116 28.03.2011	- CALLED	
00117	- INSRD ENQUIRED CLAIM STATUS	
00118	- ADVISED INSRD CLAIM WITH MANAGEMENT FO	R REVIEW
00119	- FILE JACKET WRITTEN *********************	*****
00120		
00121		
00122 28.03.11		
	L RECEIVED IN CAS	
00124 NOT READY H		
00125 FORWARDED 3		
	D BE CONTACTED BY CLOSE OF BUSINESS ON 30	.03.11
		이 것 같아요? 이 가지 않아 있네.

	CLAIM DETAILS			OPTION	
AAMI	Claim	Loss Date 12	01 2011	USER	NOPEU
Selection:					
Customer: & DJ	WARD				
Risk Addr: NARDOO ST	FERNVALE 4306		e de la		
Type: GENERAL COMMENTS					97. 1
Selection2:				n de la composición de la composicinde la composición de la composición de la composición de la compos	
* 00127 PLEASE MESSAGE	CLAIM WITH DETIALS	G OF OUTCOME	÷		
00128					
00129 CAS		· .		· · · .	
00130 29.3.2011			an a		
00131 - RECIEVED CAS					
00132 - REVIEWED CLAI	IM AND NOTE SENT FO	OR MANAGEMENT RI	CVIEW YE	STERDAY	
00133 - CALLED IO MR			AT THIS	IS TAKI	NG SU LU
00134 NG & WANTED A L	DECISION ON THE CLA	AIM			
00135 - ADVD UNABLE 7	TO ADVISE OF A DEC.	ISION AS STILL	BEING RE	ATEMED	ROTOTON
00136 - ADVD WILL SET	r REMINDER FOR JASI	MIN TO CALL WIT.	HIN I WE	EK IF D	RCTOTON
00137 STILL NOT MADE				une di seri seri s Kara da se	
00138 - IO ADVD NOT					
00139 - SET DIARY FOL	R TO CALL L	O WITH UPDATE F	JR I WEE	ĸ	
* 00140 NEXT ACTION					
			· · ·		

CLAIM DETAILS		OPTION
AAMI	Loss Date 12 01	2011 USER NOPEU
Selection:		
Customer: DJ WARD		
Risk Addr: NARDOO ST FERNVALE 4306		
Type: GENERAL COMMENTS		
Selection2:		
* 00141 - AW MANAGEMENT DECISION ON COVER	RAGE	
00142 **		
00143 04.04.2011 - PROGRESS CALL FROM N		
00144 - CONFIRMED MANAGEMENT		
00145 - ADVISED NO TIME FRAM	ME ADVISED ONCE DEC	SION MADE CONTACT
00146 WILL BE MADE		
00147 NEXT ACTION : MANAGEMENT DECSION	N	
00148		
00149 .		
00150 07042011		
00151 - FILE RECEIVED BACK FROM MANAGE		
00152 - MANAGEMENT HAVE REQUESTED IO SU	and the second	TAGE OF THE WATER
00153 RISING AS MENTIONED ABOVE ON L	INE 65	
* 00154 - CALLED MR IO AND HAVE REQUESTE	D HE SEND THIS INTC	US, IO HAS ADV

8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT 7 BWD 3 PREV 5 SUSP 1 HELP PF

115

		CLAIM DET	AILS			OPTION	
AAMI		Claim		Loss Date	12 01 2	011 USER	
Selection	n:			•	u sont 1. Se ou go este		
Customer		DJ WARD		· · · · · · · · · · · · · · · · · · ·			
Risk Add	r: NARDO	O ST FERNVALE	4306			يند من الأربي المربع من الأرب التي	
Туре: G	ENERAL COMM	ENTS					
Seléctio)n2:						
		ID EMAIL SOME					
00156		THAT I WOULD					
00157	THIS THRO	UGH TO ME AND	THAT I WOU	JLD CALL	IF THE VI	DEO WAS NO	Ť
	ADEQUATE						
00159	- IO WILL B	E IN BRISBANE	TODAY AND	WILL BE	ABLE TO E	BRING THE V	'IDEO
00160	FOOTAGE I	N IF NECESSAR	Υ.				
00161					연습성문		
00162	NEXT ACTION	: EMAIL FROM	WRM				1,1 1 ,1 19 1
00163		PASS FILE B	ACK FOR REV	VIEW			
00164							
00165	***						
00166	07042011		· · · · · · ·		e kondekten in joh Lehnskel fil		ender Standarf i der
	하는 것 같아. 이 문제가 있는 정말에 가지?	TAGE AND PHOT		and the second	The second se		
* 00168	- PASSED BA	CK TO MANAGEM	ENT TEAM T	O COMPLET	E REVIEW		
internationality and the second se	ne na berde de Berley (na se	こうちょう ちゅう 古羅属 しん	1. Sec. 1. Sec				

OPTION CLAIM DETAILS Loss Date 12 01 2011 USER Claim AAMI Selection: DJ WARD Customer: Risk Addr. NARDOO ST FERNVALE 4306 Type: GENERAL COMMENTS Selection2: * 00169 - EMAILED VIDEO AND PHOTOS 00170 . 00171 - CALLED IO BACK AND HAVE ADVISED OF THE ABOVE 00172 - TO AWARE THAT WE WILL CALL AGAIN ONCE THE REVIEW IS COMPLETED. 00173 . 00174 NEXT ACTION: CLAIMS DECISION 00175 00176 00177 . 00178 . 00179 12.04 R/C CALL FROM IO 8.15AM - ADV WE HAVE PASSED FILE BACK TO MANAGEMENT FOR REVIEW 00180 - ADV NO DEFINITE TIME, ADV A DECISION WILL BE MADE AT THE 00181 * 00182 EARLIEST POSSIBLE AND WE WILL CALL IO

PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT

	CLAIM DETAILS		OPTION
AAMI	Claim D	Loss Date 12 0	L 2011 USER
Selectio	on:		
Customer	DJ WARD		
Risk Add	dr: NARDOO ST FERNVALE 4306		
Type: (GENERAL COMMENTS		
	on2;		
* 00183	- IO NOT HAPPY, IO WANTED A L	DEFINITE TIME FR	AME AND WANTED TO
00184	SPEAK TO A MANAGER		
00185	CALL TRANSFERRED TO TSO JENNA ZIMM	IERMANN	
00186	NEXT ACTION: CLAIM DECISION		
00187		an di setta di setta Setta di setta di set	
00188			
00189	* 12/4/2011 *		
	- RECIEVED ESCALATED CALL FROM IO		
00191	- IO WANTED A TIME FRAME OR DECIS		
00192	GIVE A TIME FRAME OR DECISION,	I COULD FOLLOW T	HIS UP AND CALL BACK
00193	- IO ASKED FOR CALL BACK		
00194			
00195	TO COVER 100MM OF WATER THROUGH	HOME AS STORM W	ATER RUN OFF ABOVE TH
* 00196	IS LEVEL IS FLOOD DAMAGE		

CLAIM DETAILS	OPTION
AAMI Claim	Loss Date 12 01 2011 USER
Selection:	
Customer: DJ WARD	
Risk Addr: NARDOO ST FERNVALE 4306	
Type: GENERAL COMMENTS	
Selection2:	
* 00197 - CALLED IO AND EXPLAINED ABOVE,	
	T THIS IS CLEARLY SHOWN ON THE VIDEO
00199 - ADVD IO THAT WE HAVE LOOKED AT	THIS AND ALL REPORTS AND THIS IS THE
00200 DECISION, 10 NOT HAPPY WANTS TO) ESCALATE TO CAS
00201 - REFERRED CLAIM TO CAS	(数) 나 북 가는 것 가슴가 물었다. 것 같은 것 같
00202 - ADVD IO THAT IN THE MEANTIME TO	
00203 FOR REVIEW OF COVERAGE, ALSO A	DVD WE WILL APPT A BUILDER TO DO A QT
00204 ADVD THAT IF THIS IS OVERTURNED	D THEY WILL EXTEND THE QTE BUT DONT W
00205 NT TO HOLD THIS UP FURTHER FOR T	
00206 - IO UNDERSTOOD AND HAPPY TO HAV	E A BUILDER OUT BUT STILL WANTS CAS
00207 - CONF SEND TO CAS SLA 5 WD	
00208 NEXT ACTION	
00209 - AW TO CONTENTS LIST	
* 00210 - AW CM TO APPT BUILDER FOR QUOT	8
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PF 1 HELP 3 PREV 5 SUSP 7 BWD 8 FWD 10 LOCK 11 MENU 12 MAIN CL EXIT.

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HNNEXURE 3

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12 April 2011

Dennis Ward and Nardoo Street Fernvale 4306

Dear Mr Ward and Ms Jones;

Your AAMI building insurance claim:

Thank you for contacting AAMI to tell us about the water damage to your building located at Nardoo Street, Fernvale QLD on 11 January 2011.

As you know, we appointed an Assessor to attend your property and inspect the damage and we thank you for allowing this to happen.

Hydrology Report: 🔬

We have obtained a site-specific hydrology report from WRM Water and Environment that has investigated the cause and timing of water inundation in the area of your home.

The report indicates that the inundation was caused by both stormwater runoff and flood water escaping and overflowing from Ferny Gully and its unnamed tributary at the time (11 & 12 January 2011) your property was affected. We enclose a copy of this report.

Your AAMI Building and Contents Insurance Policy:

Your AAMI Building Insurance Policy Product Disclosure Statement (on pages 8, 12 and 13) and your AAMI Contents Insurance Policy Product Disclosure Statement (on pages 16, 18, 19 and 21) (together referred to in this letter as your Policy) under the heading, 'What we cover – insured events' explains that you are covered for damage or loss to your building or contents occurring during the period of cover and caused by:

"Storm and rainwater including stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface."

Your Policy (on pages 9 and 13 for Building and pages 17, 19 and 21 for Contents) under the heading, "You are not covered", further states that you are not covered for:

Damage or loss caused by flood. Flood means the inundation or covering of hormally dry land by water which:

escapes of overflows from, or

cannot enter because it is full or has overflowed, or

is prevented from entering, because other water has already escaped or been

released from it,

the normal confines of any watercourse or lake including any that may have been modified by human intervention, or reservoir or canal, dam or stormwater channel.

Flood does not mean stormwater runoff from areas surrounding the site, or water escaping from any water main, drain, pipe, street gutter, guttering or surface."

Your Policy also states in the section, "What we do not cover – general exclusions" on page 14 for Building and page 22 for Contents:

"You are not covered under any section of the policy for damage, loss, cost or liability caused by or arising from or involving:

flood"

Our decision on your insurance claim:

After careful consideration of the information and reports we have obtained, and viewing relevant mapping, we are satisfied that the damage to your building and contents was caused by flood after some initial inundation by stormwater runoff.

Over 11 & 12 January 2011 you were affected by three separate flooding events:

- 1. Stormwater runoff inundation;
- 2. First floodwater inundation;
- 3. Second floodwater inundation.

Stormwater runoff inundation

On the morning of 11 January 2011, your home and shed was inundated up to a maximum depth of 100mm above floor level by stormwater runoff before floodwaters travelled overland and inundated your home and shed to a height of 500mm above floor level. Your policy covers loss or damage caused by stormwater runoff inundation.

First floodwater inundation

We are satisfied that the water that inundated your home and shed above 100mm to 500mm on the morning of 11 January 2011 was water that escaped or overflowed from the two watercourses adjacent to your property, or water that could not enter because the two watercourses were already full or overflowing. The two watercourses are Ferny Gully and its unnamed tributary which are approximately 220m south east and 100m to the north east respectively of your property. The floodwaters were travelling towards the Brisbane River on this occasion. Your policy does not cover loss or damage caused by flood of this type.

Second floodwater inundation

On the evening of 11 January 2011 your property was inundated a second time by floodwaters (this time flowing in the opposite direction to the first floodwater inundation) from the Brisbane River which backed up Ferny Gully and its unnamed tributary, causing floodwaters to travel overland and inundate your property to a height of approximately 1.6m. Your policy does not cover loss or damage caused by flood.

Our Decision

As your policy covers loss or damage caused by stormwater runoff but not for loss or damage caused by flood, we regret to inform you that your claim is not covered in full on this occasion. Your policy will only respond to the damage caused by the initial stormwater runoff inundation, subject to the relevant terms of your policy.

We will arrange for an assessor to attend your property and provide us with a report on the scope of work. We will then arrange for a builder to attend your property and provide us with a quote for the fair cost of covered repairs.

Your right to have this decision reviewed:

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If you are not satisfied with our decision, you are entitled to have it reviewed at no cost to you by our Consumer Appeals Service (referred to in policy booklets as the AAMI Customer Ombudsman or the AAMI Consumer Appeal Service), who will respond to you within 5 working days of receiving your telephone call, letter or e-mail. The Consumer Appeal Service team is independent of this Department and has the appropriate experience, knowledge and authority to carry out a review.

Your participation in this review process does not affect or compromise your entitlement to seek remedies elsewhere or to issue legal proceedings. Should you wish to exercise this right, please write to: The Consumer Appeals Service, AAMI, PO Box 14180, Melbourne City Mail Centre, Victoria, 8001, fax on 1300 316 047, telephone on 1300 130 794 (9 am - 5 pm EST Monday to Friday) or e-mail to consumerappeals@aami.com.au

If you are not satisfied with the response from our Consumer Appeals Service you may be entitled to apply to the Financial Ombudsman Service (FOS) for a review of that decision. The FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. AAMI is a member of this scheme and we agree to be bound by its determination about a dispute. Contact details for the FOS will be provided by our Consumer Appeals Service on the completion of its review.

Yours sincerely,



Peter Oowin Technical Event Claims Manager - Queensland

ANNEXURE 4

From: Sent: To: Subject: Attachments:

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Tuesday, 12 April 2011 1:28 PM

FW: Ward photos and Video

Storm Water2.wmv; 11012011074_1_1.jpg; 11012011075_2_1.jpg; 11012011077_3_ 1.jpg; 11012011078_4_1.jpg; 11012011079_5_1.jpg; IMG_7857_6_1.JPG; IMG_7869_7_ 1.JPG; IMG_7872_8_1.JPG; IMG_7898_9_1.JPG; IMG_7899_10_1.JPG; IMG_7925_11_ 1.JPG; IMG_7926_12_1.JPG; IMG_7927_13_1.JPG; IMG_7956_14_1.JPG; IMG_7957_ 15_1.JPG; IMG_8238_16_1.JPG; IMG_8239_17_1.JPG

Client Manager | PI Home CS Events Ops A Team 1| PI Claims | Suncorp

GPO Box 1155 Brisbane QLD 4001

AAMI

From: Content Security Sent: Thursday, 7 April 2011 1:27 PM To:

Subject: FW: Ward photos and Video

From: Sent: Thursday, 7 April 2011 1:19 PM

Subject: FW: Ward photos and Video

Hi

These are the photos and video as sent by the insured.

Kind regards

Project Engineer WRM Water & Environment Pty Ltd

From: Dennis Ward Sent: Thursday, 3 March 2011 1:50 PM To: Subject: Ward photos and Video

Please find photos and video attached as discussed.

cheers Dennis Ward



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ANNEXURE 5

Cunningham Lindsey Australia Pty Ltd Chartered Loss Adjusters ABN:49 003 437 161 **PO Box 116** Hamilton NSW 2303 Telephone 02 4940 0206 Facsimile 02 4940 0213 Email newcastle@cl-au.com



26 January 2011

- 1.5

Australian Associated Motor Insurers Limited **GPO Box 1155** Brisbane QLD 4001

Storm Damage Claim – First & Final Report

Insured: Claim Reference: Policy No:		a Dennis John Ward
CL Adjuster:	Email: Mobile:	
CL Reference:		ци - е 1919 г. чисто — Салан и на селото на село 1919 г. чисто — Салан и на селото на селот
Reserve:	Contents Building	\$20,000.00 including GST \$80,000.00 including GST
Date of Loss:	12 January	2011

ate of Loss:

2 January 2011

Place of Loss: Nardoo Street, Fernvale, QLD, 4306

Cause:

This claim is lodged as the result of the ingress of rainwater run off into your Insureds dwelling during a severe rain storm that passed over the township of Fernvale, located East of Brisbane that occurred during the early hours of Tuesday 11th January, 2011.

Your Insureds were aware that the rain water had started to flow across their property and they moved various valuable contents items up off the floor and they climber onto their roof for safety sake,

They were then advised to vacate the dwelling and they left at about 9.00am

The rain water subsided as quick as it rose and when your Insureds were able to return to their home they found that the rain water had entered the dwelling and the adjacent double garage to a height of approx 1 metre.

Your Insureds immediately started to take steps to mitigate the loss and a claims inquiry was lodged.

We have confirmed with our Brisbane office that they are aware of the storm as aforementioned and this is not associated with the flood that hit the Brisbane area on Wednesday 12/01/11

We are attaching a copy of the BOM records but same are not specific to individualise the Fernvale area and we can confirm this is not the only claim attend to, by the writer, giving the same circumstances.

We therefore submit this report as a storm damage report.

Loss/Damage:

We have carried out our on site inspection in the company of your Insureds and we confirm there to be evidence of damage to the steel framed dwelling consistent with the ingress of rain water.

The damage sighted is through the complete house to a height of 1 metre.

We confirm that the damage will require the wall sheetings be stripped of the gypock and in addition to same we confirm sighting the following damage.

- 1. Strip⁻ all walls to height of 1200. Replace with new to match including all skirtings, architraves and doors. Paint all repaired walls to match existing.
- 2. Kitchen remove and replace all water damaged floor mounted kitchen cupboards. Re use existing bench top, sink and taps. Allow all necessary trades including electrician, plumber and tiler.
- 3. Bathrooms remove and replace water damaged vanity bases all to match existing and re use tops, tapes and all plumbing.
- 4. Check and repair or replace as necessary two air conditioning condensers.
- 5. Ditto external hot water service.

It is to be noted that no repair scope of work has been prepared by the writer and we recommend that a building consultant be engaged to attend the property and to prepare a complete repair scope of work.

CONTENTS.

Your Insureds have not yet prepared a complete list of the damaged contents however it is confirmed that the following is a brief list of the type of items damaged.

- 1. Manchester.
- 2. Carpets and Rugs.
- 3. Laminated timber floors.
- 4. Bedding.
- 5. Electrical appliances including TV's, and desktop computer.
- 6. Entertainment unit.

Your Insured also advised that items in the garage/games room that have been damaged include a table tennis table, pool table, electric tools and a ride on mower.

We have requested that your Insureds compile a complete list of the damaged contents and that same be submitted direct to you with photographs attached.

Insured's GST Status:

The insured is not registered for GST.

Policy Liability:

We submit this report to advise you of details of the claim lodged.

Information provided suggests that this is a storm damage claim and thus we confirm that the policy does respond. We therefore recommend that consideration be given to the acceptance of this claim.

At this time we are submitting a first and final report and if you require our services in relation to this claim further please advise the writer accordingly.

Recovery:

No prospects of recovery.

Recommendation:

We recommend the following payments:

PAYEE SEND TO		REF/TAX INV	ABN	AMOUNT \$
Cunningham Lindsey Australia Pty Limited	Level 5, 156 Pacific Hwy Greenwich NSW 2065	8078089DJS	49 003 437 161	As per attached invoice

Current Action:

Our file has now been closed and our fee is attached for your consideration.

Cunningham Lindsey

To speak to	
E-mail address:	
Assistant to	

Encl. Photographs



ANNEXURE 6.



WRM Water & Environment Pty Ltd ABN 95 TOTATH 544 ACN: 107404 544

Level 5, Paiddington Central, 107 Latrobe Terrace, PO Box 809, Paddington Old 4064 Australia tel +61 7 3367 1279 fax +61 7 3367 1679 www.wmwater.com.au

15 March 2011

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WATER DAMAGE ASSESSMENT

Property Details	
WRM Ref.	
Address of Loss	Nardoo Street, Fernvale
Insured Name	Dennis Ward
Land Use	Residential
Insurer	AAMI
Claim/Policy No.	

Version of Events

Version of Events	
Date of Inspection	3 March 2011
Representative Interviewed	Dennis Ward
Date and Time of Initial	The house at the subject property was inundated above floor level around
Inundation	7:30am on 11 January 2011. The shed at the subject property was
	inundated above floor level around 7am on 11 January 2011.
Nature of Property Damage	 The house at the subject property was inundated to a depth around
	1.6m above floor level.
	 Furniture, fittings, fixtures and personal effects within the house and
	shed were damaged.
	 The shed at the subject property was inundated to a depth of around
	1.7m above floor level.
Version of Events	Around 5am on 11 January 2011, Dennis awoke to the sound of
	torrential rain. He checked the internet and could see a massive band of
	rain stretching over the region.
	 He started to lift items up off of the ground.
	 Around 6:30am, there was a lot of surface water lying around in the
	yard.
	Water started to enter the shed around 7am. The water was coming.
	towards the house from the highway. The drains had been directing the
	water away but they could not cope.
	Around 7:30am, the water was pouring across the road and was about
	0.5m deep outside the house. It began to seep into the house through
	the front storage room and then through the door.
	 They feared they would be washed away, so they climbed up onto the roof.
	After about an hour, they thought the threat of being struck was lightning
	outweighed the threat of being washed away, so they climbed back
	down.
	The water level had reached around 0.5m in the house and was now
	just flowing around the outside of the house. It was still raining.
	The water level continued to drop so they walked up Nardoo Street
	towards the lake to see if they could drive out. The water level was still
	very high there so they walked back to the house.
	Between 9:30 and 10 am, they noticed the SES at the service station on
	the highway. The SES told them that they should evacuate to the
	Ferrivale State School.
	 They stayed up at the school for around 1.5 hours and then went back
	- mojoujou vy uv no ono transmission

0768-02-268 15 March 2011



	 to the house. The rain had stopped and the main flow of water appeared to have stopped. They got clothes and other personal items and left the property at around 5pm. At 5pm, the water was rising again. They attempted to go back to the property around 8am on 12 January 2011, but could only get to the main road. There was just under a metre of water in the house at this time. Around 9am, the water had subsided enough for them to get back to the property.
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indings	The subject property is located at the western side of Nardoo Street,
comments	Ine subject property is located at the western side of wardoo educated
	approximately 120m east of the Brisbane Valley Highway.
	 The floor level of the house is located approximately 100mm above the
	adjoining ground level. The floor level of the shed is located at ground
	level.
	 There is a local stormwater catchment of less than 0.1km² that drains to
	the house on the subject property. Based on the available topographical
	information, the catchment originates on the south-western side of the
	Brisbane Valley highway and drains directly across the highway to the
	subject property.
	 Ferny Gully flows in a north-easterly direction approximately 220m
	south-east of the subject property and discharges to the Brisbane River.
	Ferny Gully has a catchment area of some 16km ² to its confluence with
	the Brisbane River. Ferny Gully has a channel with a defined bed and
	banks.
	 An unnamed tributary of Ferny Gully flows in a north-easterly direction
	approximately 100m north-west of the subject property. This unnamed
	tributary has a channel with a defined bed and banks in the vicinity of
	the subject property. However, upstream of the Brisbane Valley Highway
	the channel is poorly defined.
	 Recorded water level and 15-minute rainfall data for the Brisbane River
	at Savages Crossing Alert (Bureau of Meteorology Station No. 540150)
	located about 2.2km north-east of the subject property, is shown in
	Figure 1.
	 The peak rainfall intensity of 122.1mm/hour (30.5mm in 15 minutes) The peak rainfall intensity of 122.1mm/hour (30.5mm in 15 minutes)
	occurred at 8:30am on Tuesday, 11 January 2011. Rainfall in the area
	had effectively ceased at about 2pm on 11 January 2011.
	 Recorded short-duration (between 15 and 30 minutes) peak rainfall
	intensities in the vicinity of the subject property had an Average
	Recurrence Interval (ARI) between 5 and 20 years. Recorded peak
	rainfall intensities for the 1-hour to 72-hour duration storms had an AR
	of greater than 100years.
Conclusions	 The house and shed at the subject property were inundated to a depth
	of about 0.5m above floor level during the morning of 11 January 201
	by floodwater overflowing from Ferny Gully and its tributary.
	 It is possible that stormwater from the local catchment may have
	inundated the house and shed to a shallow depth (less than 100mm)

0768-02-268 15 March 2011



 above floor level just before floodwaters overflowed from Ferny Gully and its tributary. The secondary inundation of the house and shed (after 5pm on Tuesday) occurred at least 2 hours after rainfall had effectively ceased (see Figure 1) and was caused by backwater flooding from the Brisbane River. The house and shed at the subject property were inundated to the maximum depth of 1.6m and 1.7m above floor level, respectively by floodwater from the Brisbane River that backed up Ferny Gully and its
tributary.





For and on behalf of WRM Water & Environment Pty Ltd

Project Engineer

Claim:

Home Assessment Instruction Sheet

Clier Custo	nt: Simer:	AAMI			N	/R DE	ENNIS J	OHN	WARD				
Risk /	Address:	NA	RDOO	ST FE	ERNVALE	QLD	4306						
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	Class: Policy3 1 In		n 4 		lass: PVS Due Da		9/01/20 ⁻	11					
	Occupi	ed As:	OWNE	R					Busin	ess l	Jse: N		
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	Sum In			BUIL	DING	(CONTE	NTS	EXTR/	4.CC	OVER		
					CRC		\$64,	100		\$	1,000		-
-	Specifie PVS Previous	UNSPE	CIFIED										\$1,000
	Lóss	Date 1 2008 (SC	Nature ELECT	Code RIC MOTO	RS		NCB' Y	? Cost \$2,39	6.00	Status FINAL		Finalised 14/02/2009

Claim:

Policy Details ^{cont}:

Policy Conditions:

PVS PVS HAS BEEN AUTO ADDED - DO NOT US

17 January 2011

Page 2 of 7

Claim:

Building Details:

CRC Status: 1

Construction: Period: Bedrooms: Bathrooms:

Ducted Ac/Heat: Tennis Crt: Granny Flat: Deck: Garage: Inground Pool: Pergola: Garden Shed: Roof: Storeys: Bedroom Size:

> Carport: Spa: Verandah:

17 January 2011

and the second second

Page 3 of 7

Claim:

aim De	tails:						
Loss J	Date Detai	ls: 12/01/2011	06:35	to 12/01/2011	06:35		
Date]	Lodged:	12/01/2011					
Natur	e Code 1: 3	STORM & RAI	NWATER	R Nature	Code 2:		
Desc:	HOUSE	1 IO RANG WITH TRY TO PULL UF		ATER ABOUT 2 F	EET OF WATE	r right thru	J
Repor	ted By:	INSD OWNE	R		····· • ·		
Unoc	cupied:	N	Days:	0			
Entry	Point:			Forced:	If Not, N	Method:	
Exit P	oint:			Window Locks		Deadloc	ks:
Alarn	i:			Туре:			
Repor	ted To Pol	lice: N Re	port #:	 		Fire Brigade	Attended: N
Home	Access D	etails :					
Reln 10 10		NE JONES S JOHN WARD	(ge Res Key Las D Y Y Y D Y Y Y	Y AT HO	ME	

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Claim:

Claim Details cont :

3rd Party Recovery Details cont :

Claim Excess Details:

YES - APPLIES

Claim Components:

Sub Class	L	New Claim	NCB Effect	Claim Status	Original Estimate
BLD	Ν	Y	NCB AFFECTED	CURRENT-OPEN CLAIM	\$3,013.00
CTS	Ν	Y	NCB AFFECTED	CURRENT-OPEN CLAIM	\$1,455.00
PVS	N	Y	NCB AFFECTED	CURRENT-OPEN CLAIM	\$978.00

Emergency Details:

Emergency Securing :

\$300

Alternate Access: N

Emergency Accomodation Provided: N

Trauma Counselling Flagged: N

Client Manager: QUEENSLAND CLIENT

Checklist Indicators:

RTS: N

General Comments :

	HAVE TO WAIT UNTIL WATER RECED	ES BEFORE	:
INSPECTION			····· •····
CAROL MCGOWAN			
OVERNIGHT MELB	······································		11* 1 D. D.
/			
14.01.2011		1.1 - 1.	
	AND CHECK WHAT HE SHOULD BE D	OING. HE H	IAS

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17 January 2011

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Claim Details ^{cont}:

General Comments cont:

REMOVED DAMAGED FURNITURE FROM THE HOUSE AND IT IS NOW IN THE YARD -ADV THIS IS FINE, AND AS FAR AS POSSIBLE TO RETAIN DAMAGED ITEMS FOR ASSESSMENT. ADV IF ITEMS WERE DANGEROUS OR UNHYGIENIC TO TAKE PHOTOGRAPHS BEFORE DISPOSING OF THEM.

ALSO DISCUSSED NATURE OF COVERAGE (STORMWATER INUNDATION IS COVERED, RIVERINE INUNDATION IS NOT COVERED). 10 ADV HIS PROPERTY WAS MAINLY DAMAGED BY THE FLOW OF STORMWATER TO THE CREEK, AND LATER IN THE DAY THE CREEK LEVEL ROSE TO INCLUDE HIS HOUSE. HE HAS A VIDEO RECORD OF THESE EVENTS TO SHOW THAT THE DAMAGE WAS FIRST CAUSED BY STORMWATER RUNOFF.

(VIC/CA)

ΠΠ

17.01.2011

INBOUND CALL COMPLETE- SPK/W MR IO IO ADV- WHATS THE TIME FRAME WITH REGARDS GO ASSESSOR ATTENDING ADV IO- WILL ARRANGE C/B ASAP FROM QLD BRANCH OR BRISBANE - CAN CLEAN UP AND TAKE PHOTOS AND KEEP RECIEPTS OF EVERYTHING - CAN GET BUILDERS QUOTES FOR REPAIR COSTS IO ADV- THE DAMGE CAUSED IS FROM THE HEAVY RAINS AND NOT FLOOD AND IS CONCERNED ABOUT THE NEGATIVE STORIES HES HEARING ABOUT AAMI AS AN ASSESSOR HAS NOT BEEN OUT YET ADV IO- WILL ARRANGE A C/B ASAP

*

NSHC

17/01/11 -INTRO CALL COMPLETE WITH MR IO

INSD ADVD LARGE DAMAGE TO ALL AREAS OF THE BUILDING AND MUCH OF HIS
CONTENTS, HE MANAGED TO SAVE CLOTHES AND THE FRIDGE IS WORKING. INSD
HAD CARPET IN ALL 4 BEDROOM AND LAMINATED FLOORING IN THE REMAINDER
(TILES IN BATHROOM) CARPET AND OTHER FLOORS REMOVED AND DISPOSED OF,
A SECTION OF CARPET WAS KEPT AND PHOTOS WERE TAKEN OF EVERYTHING.
MUCH OF THE CONTENTS WHICH COULDN'T BE SAVED WAS DISPOSED OF BUT
PHOTOS WERE TAKEN. ADVD INSD TO PROVIDE LIST OF SPOILT FOOD AND LIST
DAMAGED CONTENTS.
ADVD \$300XS AND NCB EFFECT
-ADVD ASSESSOR WOULD CONTACT FOR INSPECTION
BOOKED ASSESSMENT
• • • • • • • • • • • • • • • • • • •
NEXTACTION

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Claim:

Location: HOME POLICY

:

Damage Description : WATER RIGHT THRU HOUSE

IO Action Taken On Any Damage :

17 January 2011

Page 7 of 7 155

ANNEXURE 9.

13 April 2011

Mr Dennis Ward Wardoo Street FERNVALE QLD 4306

Dear

Re: Claim No

I am writing in regard to your request to have your claim reviewed through our Internal Disputes Resolution (IDR) process. I have been appointed to review your dispute and have the appropriate experience, knowledge and authority to conduct the review.

I anticipate that my review will be finalised by 5 May 2011, and you will be notified of the final decision in writing. If this process requires additional time, I will notify you and agree to an alternative timeframe. However, if you are in possession of additional information that you wish to be taken into consideration during the review, please advise me of your intentions as soon as possible.

If you have further queries regarding the IDR process or wish to supply further information, I can be contacted on 1300 130 794 during business hours. I can also be reached via email on <u>consumerappeals@aami.com.au</u>

Yours sincerely

Dispute Resolution Officer

ANNEXURE 10.

From: Sent: To: Subject: Attachments:

Friday, 30 September 2011 5:05 PM

FW: Ward Appendix 8 Insurance review.doc

From: Sent: Thursday, 29 September 2011 12:23 PM To: Subject: FW: Ward Control attachment 1A

From: Sent: Thursday, 29 September 2011 11:58 AM To: Subject: Ward & Jener attachment 1

From: Dennis Ward Sent: Sunday, 17 April 2011 9:51 PM To: AAMI Consumer Appeals Subject: Claim Reference

Please find attached request for review.

The following message has been automatically added by the Internet mail gateway to comply with the Group's Information Security requirements.

"This e-mail has arrived via the Internet, and therefore you should be cautious about its origin and content. Replies which contain sensitive information and / or legal/contractual obligations are particularly vulnerable.

In these cases you should not reply unless you are authorised to do so, and adequate encryption is employed."

If you have any questions, please contact the IS Service Desk.

16 April 2011

The Consumer Appeals Service AAMI PO Box 14180 Melbourne City Mail Centre Victoria 8001

Regarding AAMI building insurance claim: Dennis Ward Andrew Ward Nardoo St, Fernvale 4306

Request for Decision to be reviewed.

- > Your decision includes 3 separate events based on the Water Damage Assessment.
- > The distinction between dot points one and two are the request for the review.
- ➢ Dot point 3 is accepted as is.

Please note: The inundation levels contained the WRM assessment are incorrect.

Grounds for review request.

- 1. That advice provided by AAMI prior to the event was that the scenario which occurred on the 11 January 2011 would be covered.
- 2. That the 'unnamed tributary of Ferny Gully' mentioned in the Water Damage Assessment falls within the general definition of 'Drain'.
- 3. That the Site Inspection by MRM Water & Environment conducted on 3 March 2011 was not comprehensive.
- 4. That the Water Damage Assessment is floored and contains assumptions which are not supported by any reference to hydrology modelling. Topography consideration has not been extensive.
- 5. That supporting evidence (video and photos) supplied was not included in or referenced in the Water Damage Assessment.

Review Request

For the reasons set out in this document, that the WRM Water Damage Assessment be set aside and that the inundation to the inside of the house be approved to 370mm, and shed to 900mm as per supplementary evidence provided to AAMI Wednesday 13 April 2011.

1. Advice provided by AAMI

On the evening of 9 January 2011 at 10:47pm I phoned AAMI on 132244 to discuss Stormwater coverage, and in particular obtain clarification of coverage under the heading of "What we cover – insured events" and "You are not covered".

This call resulted from a review of the Home and Contents Policy Product Disclosure conducted by myself on the evening of 9 January. The trigger for the review of the PDS was;

- the high rainfall on the day of Sunday 9 January that had seen increased runoff due to the saturation of the ground.
- the Premiers Flood Appeal broadcast on TV, Sunday 9 January. During the broadcast there was regular advertising from Suncorp Insurance. It prompted us to check our AAMI PDS.

At first I spoke to an AAMI employee on the General Insurance line. I described the situation with the water that runs through pipes under the road and into the reserve to the west of our property, and that due to the limited capacity of the pipes, that there was a possibility of the water running over the road and flooding our property. The lady advised me that I should be covered, but suggested that she put me through to a claims officer as they would be in a better position to advise.

I then repeated the scenario with the claims person who confirmed that we would be covered if water was unable to pass through the drain pipes, and flowed over the road into our property.

During the call I was advised that the computers were down at this time. From conversations with AAMI staff following the call on the 9th January I was informed that no notes where put on my file regarding the enquiry.

If we had not been covered for the scenario our intent was to change Insurer.

Telstra phone records for this period shows a call made to AAMI of 13minutes 33 seconds. (Appendix A)

2. That the unnamed tributary falls within the general definition of a drain.

Please note, the PDS does not include a definition of drain.

drain/drān/

Noun: A channel or pipe carrying off surplus liquid, esp. rainwater or liquid waste. Verb: Cause the water or other liquid in (something) to run out, leaving it empty, dry, or drier.

trib·u·tar·y/'tribyə,terē/Noun

1. A river or stream flowing into a larger river or lake.

The "unnamed tributary" detailed in the assessment is described as having "a channel with defined bed and banks in the vicinity of the property". The below photo shows that the unnamed tributary is nothing more than a "spoon" drain. The reserve and drain is fully grassed and maintained by council with regular slashing by tractor. It is usual dry land.

This feature is not marked as a tributary on council maps, in fact it is not marked on any maps that I have seen.

The primary purpose of this drain is to remove water from the drain that runs on the south side of the Brisbane Valley Highway towards Brouff Rd and beyond to the school. Work was done on the section of drain between Brouff rd and drain pipes to improve flow in October 2010.

states that "However, upstream of the Brisbane Valley Highway the channel is poorly defined".

The reason for this is that the drain was put in place when the highway was raised, and is there to drain water from one side of the highway to the other. The land on that side of the highway is used for grazing of beef cattle. It is relatively flat at the point of the highway and there is no channelling or definition and certainly there is nothing there to suggest a tributary. The flatness of this land means that it has a tendency to retain water.

Picture of drain adjacent to property. Drain is grassed and was slashed by council Thursday 14/4.



3. <u>That the Site Inspection by MRM Water & Environment conducted on 3 March 2011 was</u> not comprehensive.

Prior to the site inspection, I spoke to **a** within AAMI's flood assessment team on Tuesday 22/2/11. **The set of the set**

stated that the reason for the hydrology report was determine the percentage of inundation caused by the first event which was covered, and that of the second event which was not covered. I understood that explanation.

called me back shortly after to advise that a site specific report was to be completed. There was no mention of the first event being broken into "Storm" or "Flood" components.

Site Inspection

I made myself available to meet with me at 12 midday. from work for this appointment as **set of** insisted that she needed to meet with me at 12 midday. Sarah was 15 minutes late for this appointment.

The majority of the time on the property was spent in the house detailing the events listed in the report and taking photos inside the house. No more than a couple of minutes was spent outside of the house discussing the events, water flow etc.

At no stage during the discussion did **the state** give any indication that the report would be breaking the Storm event into 2 components. If she had I would have been able to show her evidence on the property of the direction of water flow.

In the interview I did mention the damage caused to Brouff rd, and the Rail trail, but neither of these points have made it into the report. The damage in both instances left large amount of gravel in the direction of our property, indicating direction of water flow.

4. <u>That the Water Damage Assessment is floored and contains assumptions which are not</u> <u>supported by any reference to hydrology modelling. Topography consideration has not</u> <u>been extensive.</u>

assessment includes the following information in paragraph 3.

"Based on the available topographical information, the catchment originates on the south-western side of the Brisbane Valley Highway and drains directly across the highway to the subject property."

We are in total agreement with **statement**, however **statement** has not expanded on this in the assessment and has instead focused on Ferny Gully and unnamed tributary. This is a crucial oversight in the report.

Appendix B View 1 shows elevations in the immediate catchment referred to by **Example**. As can be seen the storm water flow off this area would be significant. In fact, the area immediately opposite our property is the lowest point in the catchment. The change in vegetation at the low point can also been seen from the Google Earth image.

Our observations and that of others on the day was that the volume of water coming into this catchment area was so large that in simply flowed across the road into our property.

In addition to this;

- Storm water ran down Brouff Rd, before breaking out in a number of points directing water to the catchment opposite our property and onto our land.
- The volume and velocity of the storm water coming from further up the catchment meant that water went over the Rail Trail and broke through in a number of places causing significant damage. Again the gravel trail points in the direction of our house. One of these points is some 500 meters from Ferny Gully.
- Ferny Gully runs in a North East direction. As a result of this Ferny Gully moves further East of our property the further it goes from the highway. Houses on the East side of Nardoo St, that back onto Ferny Gully sustained nil, or minimal inundation during the Storm event. See Appendix B - View 3 for location of Ferny Gully relative to our property.
- Building Materials stored in the South-east corner of the property were trapped in the entrance gate and fencing on the East boundary of the property, and in the neighbours yard on Eastern boundary. These materials where trapped in the fencing by the force of water and did not move with the later flood event. See Appendix D

Appendix B - View2 shows my assessment of water flow as evidenced by damage occurred on Rail Trail, Brouff rd, and observations of the event.

does not reference any modelling done in determining her conclusion. In the section of "Findings" **Hereitan** first heading is "Comments". In the section **Herei** lists what she sees as relevant facts. And as mentioned, does not list or discuss the topography features such as elevations, ground saturation, the Rail Trail or Brouff rd.

The next section in the heading of findings is headed "Conclusion". Nowhere in the Water Damage Assessment document does provide an actual hydrology assessment that explains what the volume of water would have been coming down in these areas, where the water would have flowed and how the water would have entered my property according to her findings.
Her "Conclusion" lists four points. I can only gather that this is an opinion as the assessment method or model used to determine this is missing from the assessment document.

has not included in her assessment any details to indicate the accuracy of the assessment. Hydrology can be influenced by many variables, none of which are listed in the assessment.

5. <u>That supporting evidence (video and photos) supplied was not included in or referenced</u> in the Water Damage Assessment.

viewed this video during the inspecting and asked for a copy to be emailed to her as she stated "her boss would be very interested in viewing this as other claims were being assessed in the area".

In addition to the video, 17 photos were sent to on the 13th March 2011.

The photos shown to and sent to **server** included the photos of the damage of the Rail Trail. As mentioned, the Rail Trail is not mentioned in the report at all.

Supplementary Evidence

I was advised by phone on Tuesday 13 April, that the claim had been approved by that the inundation was assessed as being only 100mm in the house and shed.

On Wednesday 14 April, I resent the video to AAMI in 3 parts to improve the definition. I also sent through a PowerPoint file containing photos and showing the level of flooding caused by the 2 events to support my claim.

At this stage I was under the impression that the assessment was saying that the storm had only resulted in an inundation of 100mm, and that the remainder was accounted for by the second event that occurred that evening. I was not aware that the assessment of the storm had been broken into two components, Storm and Flood, in fact this thought had never entered my mind.

Summary

The event of the morning 11 January 2011 was a very large storm and that the volumes of rain that fell at the peek had an ARI of greater that 100years.

That the report from WRM Water & Environment does not provide any evidence that suggests that first event was not **Storm and Rain water runoff**.

That the conclusion states that the "inundation was caused by Storm Water runoff and flood water escaping and overflowing from Ferny Gully and its unnamed tributary" is unsupported by any modelling or assessment.

That the report, whilst mentioning topography, does not investigate any other topography factors other that the 2 "water courses". Elevations, ground saturations, roads, and the Rail Trail were ignored.

That relevant details discussed with were left out of the report and photos and video were not passed onto AAMI as part of the Water Damage Assessment.

That the "unnamed tributary" is a drain. As understood by the general public (in the absence of a definition within AAMI's PDS).

Dennis Ward Mobile:

Item	one account . Service Number	Call / Usage type	Date	Time	Origin	Place	Number	Alias	Rate	Duration (hh:mm:ss)	\$	Caller Gro
297fpn74		Calls to 13	9-Jan	10:47 PM		One3 - 6	7132244			13:33	0.3	(unallocat
0011		Numbers				digit						
2944jwQ3		Calls to Non- Telstra Mobiles	14-Dec	10:23 AM					Everyday	0:21	0.63	(unallocat
2944jws3		Calls to Non-	14-Dec	11:10 AM					Everyday	11:21	4.59	(unallocat
10 i ijii00		Telstra Mobiles									1.00	lananooa
292jr2j5		Calls to Non-	14-Dec	6:14 PM					Everyday	0:04	0.63	(unalloca
		Telstra Mobiles										
294Md9c3		Calls to Non-	16-Dec	7:23 AM					Everyday	0:02	0.63	(unalloca
28w5xb24		Telstra Mobiles Calls to Non-	16-Dec	9:46 AM					Evender	3:53	1.90	(unalle en
20W0X024		Telstra Mobiles	TO-Dec	9.40 AM					Everyday	3.55	1.89	(unalloca
294zWj63		Calls to Non-	16-Dec	11:12 AM					Everyday	1:44	1.17	(unalloca
,		Telstra Mobiles							,,			(unanoou
28wslqg4		Calls to Non-	17-Dec	4:01 PM					Everyday	0:03	0.63	(unalloca
		Telstra Mobiles							– .			
293m4k25		Calls to Non- Telstra Mobiles	17-Dec	5:52 PM					Everyday	0:33	0.81	(unalloca
28nl2Qm6		Calls to Non-	8-Jan	9:33 AM					Everyday	0:24	0.63	(unalloca
201120110		Telstra Mobiles	0-0411	3.00 AW					Lveryday	0.24	0.03	(unalioca
28nl2Qn6		Calls to Non-	8-Jan	10:01 AM					Everyday	0:58	0.81	(unalloca
		Telstra Mobiles							, ,			(
28w5xb34		Calls to Telstra	16-Dec	9:54 AM					Everyday	2:48	1.53	(unalloca
		Mobiles										
296Mpds4		Calls to Telstra	7-Jan	11:44 AM					Everyday	0:22	0.63	(unalloca
29f6wll3		Mobiles Calls to Telstra	10-Jan	9:08 PM					Everyday	0:11	0.63	(unalloca
291044110		Mobiles	T0-Jan	9.00 F W					Lveryday	0.11	0.03	(unanoca
2944jwq3		Local Calls	14-Dec	10:22 AM	Fernvale	Fernvale				0:01	0.18	(unalloca
2944jwr3		Local Calls	14-Dec	10:53 AM	Fernvale	Fernvale				0:27	0.18	(unalloca
294h8bx3		Local Calls	15-Dec	10:43 AM	Fernvale	Brisbane				0:10	0.18	(unalloca
28dmm3y6		Local Calls	15-Dec	5:30 PM	Fernvale	Borallon				3:32	0.18	(unalloca
28dmm426		Local Calls	15-Dec	5:47 PM	Fernvale	Fernvale				0:01	0.18	(unalloca
28dmm436		Local Calls	15-Dec	5:47 PM	Fernvale	Borallon				2:56	0.18	(unalloca
28dmm446		Local Calls	15-Dec	5:51 PM	Fernvale	Fernvale				1:55	0.18	(unalloca
28dmm456		Local Calls	15-Dec	5:53 PM	Fernvale	Borallon				27:12	0.18	(unalioca

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292vfpm5	Local Calls	15-Dec	7:00 PM	Fernvale	Fernvale			0:11	0.18	(unallocated)
294nmhv3	Local Calls	15-Dec	8:26 PM	Fernvale	Fernvale			0:09	0.18	(unallocated)
28wMhbw4	Local Calls	17-Dec	8:43 AM	Fernvale	Fernvale			3:26	0.18	(unallocated)
28wMQy54	Local Calis	17-Dec	9:57 AM	Fernvale	Esk			2:50	0.18	(unallocated)
28wMQy64	Local Calls	17-Dec	10:03 AM	Fernvale	Fernvale			0:05	0.18	(unallocated)
293m4jy5	Local Calls	17-Dec	5:34 PM	Fernvale	Brisbane			8:10	0.18	(unallocated)
2972gQx4	Local Calls	8-Jan	6:39 PM	Fernvale	Fernvale			8:36	0.18	(unallocated)
2972gQy4	Local Calls	8-Jan	6:48 PM	Fernvale	Fernvale			0:39	0.18	(unallocated)
29bxh9m5	Local Calls	9-Jan	4:00 PM	Fernvale	Fernvale			0:20	0.18	(unallocated)
29bxmvj5	Local Calls	9-Jan	4:53 PM	Fernvale	Fernvale			5:11	0.18	(unallocated)
297hx8b4	Local Calls	10-Jan	9:01 AM	Fernvale	Fernvale			0:39	0.18	(unallocated)
297hx8c4	Local Calls	10-Jan	9:12 AM	Fernvale	Fernvale			0:15	0.18	(unallocated)
297hx8d4	Local Calls	10-Jan	9:13 AM	Fernvale	Lowood			0:33	0.18	(unallocated)
28M6s6x6	Local Calis	10-Jan	1:20 PM	Fernvale	Fernvale			1:56	0.18	(unallocated)
29cbksz5	Local Calls	10-Jan	3:00 PM	Fernvale	Fernvale			0:51	0.18	(unallocated)
29cbksv5	Local Calls	10-Jan	3:06 PM	Fernvale	Fernvale			0:43	0.18	(unallocated)
297r5wn4	Local Calls	10-Jan	7:45 PM	Fernvale	Brisbane			25:59	0.18	(unallocated)
28w5x9x4	STD Calls	16-Dec	9:44 AM	Fernvale	Dunkeld		Day	0:15	0.55	(unallocated)
	-				Vic		,			(
28w5x9y4	STD Calls	16-Dec	9:46 AM	Fernvale	Mornington		Day	0:01	0.55	(unallocated)
299M73I5	STD Calls	5-Jan	9:36 AM	Fernvale	Dunkeld		Day	8:09	2	(unallocated)
					Vic					
2969cfx4	STD Calls	6-Jan	10:30 AM	Fernvale	Brisbane		Day	1:28	0.75	(unallocated)
29b7djc5	STD Calls	6-Jan	9:35 PM	Fernvale	Brisbane		Economy	0:49	0.65	(unallocated)
28M4tqM6	STD Calls	10-Jan	9:38 AM	Fernvale	Brisbane	(Day	0:18	0.55	(unallocated)
28M4tqp6	STD Calls	10-Jan	9:40 AM	Fernvale	Brisbane		Day	4:11	1.35	(unallocated)
297pMmz4	STD Calls	10-Jan	6:59 PM	Fernvale	Brisbane		Day	3:03	1.15	(unallocated)









Appendix C

View of Rail Trail just above Ferny Gully. Significant damage done by water running down beside Trail. Marked on Google Earth View1 with X.



View of Rail Trail damage at location marked on View1 with X.



View of Rail Trail damage at location marked on View1 with X. Looking towards our property in the centre of the photo in the distance.



Another angle of damage from View1 point X.





Appendix D

Building materials stored in position "X" were located in position Y1 and Y2. Arrows indicate required direction of Storm Water flow to result in materials being deposited in these locations.



Picture of building materials caught in fence after Storm in position Y1



ANNEXURE 11

From:
Sent:
To:
Subject:

UNWIN, Peter Friday, 30 September 2011 5:11 PM UNWIN, Peter FW: Ward Common Attachment 10

From: Sent: Thursday, 29 September 2011 12:05 PM To: Subject: Ward &

From: AAMI Consumer Appeals Sent: Thursday, 5 May 2011 4:35 PM To: Subject: AAMI's Consumer Appeals Service review -

Dear Mr. Ward

Re: AAMI Claim

I write further to the previous correspondence from my office, regarding your claim review request.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

I confirm I have conducted a preliminary review of the matter, however I require additional time to consider the information to hand, due to the complexities of the matter.

I anticipate being in a position to provide you with a final decision by 10 May 2011. I appreciate your patience and understanding.

Please do not hesitate to contact my office on 1300 130 794 or at <u>consumerappeals@aami.com.au</u> if you wish to discuss the revised timeframe relating to this review further. If you do not agree with the revised timeframe and we are unable to agree on reasonable alternatives, you can have your concerns in this regard reviewed by the Financial Ombudsman Service, details of which are set out below.

Financial Ombudsman Service GPO Box 3 MELBOURNE VIC 3001

Telephone: 1300 780 808 Facsimile: (03) 96136399 Website: <u>www.fos.org.au</u> Email: <u>info@fos.org.au</u>

Yours faithfully,

Consumer Appeals Service <u>consumerappeals@aami.com.au</u> Ph: 1300 130 794

ANNEXURE 12

From: Sent: To: Subject: UNWIN, Peter Friday, 30 September 2011 5:14 PM UNWIN, Peter FW: Ward Manager attachment 13

From: Dennis Ward Sent: Friday, 6 May 2011 8:20 AM To: AAMI Consumer Appeals Subject: RE: AAMI's Consumer Appeals Service review

Amy,

It's dissapointing that the review is being delayed. The 10th of May will mean that our claim has been with AAMI for 118 days (2 days off 4 months).

We have already registered with the Finacial Ombudsman's Office and the 45 days that they allow for an internal resolution will end 12 May. This should be on our file as I had a call from AAMI the day after I contacted the Ombudsmans Office.

I fail to understand why the matter is so complex.

A massive storm hit the Fernvale area on the morning of Tuesday 11 May, dumpng huge amounts of rain on the area, stormwater runoff inundated and damaged our property, shed and house. **Our Home Building Insurance with AAMI covers us for Storm and Rainwater including Stormwater runoff from surrounding areas.**

A second inundation occured that evening as a result of water released from Dam. This "Flood" event is not the subject of our claim.

Regards Dennis Ward

From: consumerappeals@aami.com.au To:

Date: Thu, 5 May 2011 16:34:50 +1000 Subject: AAMI's Consumer Appeals Service review

Dear Mr. Ward

Re: AAMI Claim

I write further to the previous correspondence from my office, regarding your claim review request.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

I confirm I have conducted a preliminary review of the matter, however I require additional time to consider the information to hand, due to the complexities of the matter.

I anticipate being in a position to provide you with a final decision by 10 May 2011. I appreciate your patience and understanding.

Please do not hesitate to contact my office on 1300 130 794 or at <u>consumerappeals@aami.com.au</u> if you wish to discuss the revised timeframe relating to this review further. If you do not agree with the revised timeframe and we are unable to agree on reasonable alternatives, you can have your concerns in this regard reviewed by the Financial Ombudsman Service, details of which are set out below.

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Telephone: 1300 780 808 Facsimile: (03) 96136399 Website: <u>www.fos.org.au</u> Email: <u>info@fos.org.au</u>

Yours faithfully,

Consumer Appeals Service <u>consumerappeals@aami.com.au</u> Ph: 1300 130 794

CAUTION - This message is intended for the addressee named above. It may contain privileged or confidential information.

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Unless otherwise stated, views expressed within this email are the author's own and do not represent those of AAMI.

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"This e-mail has arrived via the Internet, and therefore you should be cautious about its origin and content. Replies which contain sensitive information and / or legal/contractual obligations are particularly vulnerable.

In these cases you should not reply unless you are authorised to do so, and adequate encryption is employed."

If you have any questions, please contact the IS Service Desk.

ANNEXURE R

From:
Sent:
To:
Subject:

UNWIN, Peter Friday, 30 September 2011 5:16 PM UNWIN, Peter FW: Ward attachment 15

From: Sent: Thursday, 29 September 2011 12:50 PM To: Subject: Ward There attachment 7

From: AAMI Consumer Appeals Sent: Wednesday, 11 May 2011 9:37 AM To: 'Dennis Ward' Subject: RE: AAMI's Consumer Appeals Service review -

Dear Mr. Ward

Re: AAMI's Consumer Appeals Service review -

I acknowledge your comments in the email below and your reference to my review needing to be completed by 12 May 2011 to comply with the Financial Ombudsman Service's required timeframes.

Whilst you query the complexity of this matter, I consider it is complex, as I need to be satisfied AAMI's present settlement offer meets its obligations under the policy which on this occasion, involves establishing on balance the degree of damage caused by storm and rainwater and the degree of damage caused by flood.

Accordingly, I am still seeking further information and advice prior to finalising my decision. I anticipate being in a position to provide you with a further update or decision by 20 May 2011. I apologise for this delay and appreciate your frustrations with the timeframe associated with this claim, but I believe I am unable to make a decision at the present time.

I note that due to this, your review will be completed beyond the 45 day timeframe set out by the Financial Ombudsman Service (the FOS). Please do not hesitate to contact my office on 1300 130 794 if you wish to discuss the timeframe relating to this review further. However as previously advised, if you do not agree with the timeframe and we are unable to agree on reasonable alternatives, you can have your concerns in this regard reviewed by the FOS, details of which are set out below.

Financial Ombudsman Service GPO Box 3 MELBOURNE VIC 3001

Telephone: 1300 780 808 Facsimile: (03) 96136399 Website: <u>www.fos.org.au</u> Email: <u>info@fos.org.au</u>

Yours faithfully,



From: Dennis Ward Sent: Friday, 6 May 2011 8:20 AM To: AAMI Consumer Appeals Subject: RE: AAMI's Consumer Appeals Service review -

It's dissapointing that the review is being delayed. The 10th of May will mean that our claim has been with AAMI for 118 days (2 days off 4 months).

We have already registered with the Finacial Ombudsman's Office and the 45 days that they allow for an internal resolution will end 12 May. This should be on our file as I had a call from AAMI the day after I contacted the Ombudsmans Office.

I fail to understand why the matter is so complex.

A massive storm hit the Fernvale area on the morning of Tuesday 11 May, dumpng huge amounts of rain on the area, stormwater runoff inundated and damaged our property, shed and house. **Our Home Building Insurance** with AAMI covers us for Storm and Rainwater including Stormwater runoff from surrounding areas.

A second inundation occured that evening as a result of water released from Dam. This "Flood" event is not the subject of our claim.

Regards Dennis Ward

From: consumerappeals@aami.com.au

Date: Thu, 5 May 2011 16:34:50 +1000 Subject: AAMI's Consumer Appeals Service review

Dear Mr. Ward

Re: AAMI Claim

I write further to the previous correspondence from my office, regarding your claim review request.

It is my role as a Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

I confirm I have conducted a preliminary review of the matter, however I require additional time to consider the information to hand, due to the complexities of the matter.

I anticipate being in a position to provide you with a final decision by 10 May 2011. I appreciate your patience and understanding.

Please do not hesitate to contact my office on 1300 130 794 or at <u>consumerappeals@aami.com.au</u> if you wish to discuss the revised timeframe relating to this review further. If you do not agree with the revised timeframe and we are unable to agree on reasonable alternatives, you can have your concerns in this regard reviewed by the Financial Ombudsman Service, details of which are set out below.

Financial Ombudsman Service GPO Box 3

2

MELBOURNE VIC 3001

Telephone: 1300 780 808 Facsimile: (03) 96136399 Website: <u>www.fos.org.au</u> Email: <u>info@fos.org.au</u>

Yours faithfully,

Consumer Appeals Service <u>consumerappeals@aami.com.au</u> Ph: 1300 130 794

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Internet emails are not necessarily secure. Australian Associated Motors Insurers Limited ABN 92 004 791 744 (AAMI), and its related entities, do not accept responsibility for changes made to this message after it was sent.

Unless otherwise stated, views expressed within this email are the author's own and do not represent those of AAMI.

The following message has been automatically added by the Internet mail gateway to comply with the Group's Information Security requirements.

"This e-mail has arrived via the Internet, and therefore you should be cautious about its origin and content. Replies which contain sensitive information and / or legal/contractual obligations are particularly vulnerable.

In these cases you should not reply unless you are authorised to do so, and adequate encryption is employed."

If you have any questions, please contact the IS Service Desk.

ANNEXURE 14 CONSUMER APPEALS SERVICE

17 May 2011

Mr Dennis John Ward Nardoo Street FERNVALE QLD 4306

Dear Mr. Ward,

Re: AAMI Claim Number

Thank you for your patience whilst I have been reviewing your dispute regarding the above claim.

As previously advised it is my role as Dispute Resolution Officer to review your complaint in accordance with AAMI's internal dispute resolution process.

The Policy

The claim has been lodged under AAMI's Home Buildings and Contents Insurance Policies (the policy).

The policy booklets explain (in summary) that you are covered for loss or damage caused by storm and rainwater, but not damage caused by flood.

The Claim

You lodged a claim with AAMI on 12 January 2011 for water entry at your property.

You were subsequently advised AAMI would consider the matter, as whilst damage caused by storm and rainwater was covered by the policy, damage caused by flood was not.

After conducting investigation into the matter, AAMI sent you a letter dated 8 April 2011 stating it considered three separate events occurred at your property over 11 and 12 January 2011. AAMI believed the first of those events constituted stormwater runoff inundation and agreed to cover damage attributed to this, which it accepted was to an internal height of 100mm above floor level. However, AAMI considered the other two events were floodwater inundation and declined to cover any damage attributed to these.

You have made a submission to my office and requested the settlement offer be revised to 370mm above floor level inside your home and to 900mm to the

Consumer Appeals Service

2015f Kilda Rooni, Nelbourne 3004, PC) Box 14130, Melocurne Cit, Moli Centre, Vic 2001 Seleptone, 1300-130-794 - Courrier (03) 9529-1214 - Enkill, consumerappeak@comi.com.au Australian Associated Mater Ligues Finited - ABN 92-004-791-744 - APN No. 238173















A02377 02/12/09 A

shed, based on the evidence you compiled and submitted.

My Decision

Thank you for your patience whilst I have read and considered all of the available material on your file.

The AAMI Home Building and Contents policies provide cover for loss and damage caused by storm and rainwater, but specifically provides that loss or damage caused by flood is not covered. I accept that this is clearly set out in the policy booklet on pages 11 and 19 respectively.

I have reviewed the reports AAMI considered and whilst I understand the basis of its current settlement offer, I believe there are sufficient doubts surrounding the evidence it has relied upon to warrant its revision.

Accordingly, I can advise the settlement offer has now been increased to meet your request damage to a height of 370mm above floor level inside the house and to a height of 900mm for the shed be covered under your claim as being the result of stormwater runoff. However, damage above these heights will not be covered, as I am satisfied the evidence to hand supports that it was attributed to floodwater.

I have now returned your file to AAMI's Claims department so contact can be arranged with a view to progressing the claim to settlement stage.

My decision represents AAMI's final decisions in relation to your complaint. If you wish to pursue the complaint further you are entitled to apply to the Financial Ombudsman Service (the FOS). The FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). AAMI is a member of this scheme and we agree to be bound by its determination about a dispute. You must make such an application within two years of the date of this letter to:

Financial Ombudsman Service GPO Box 3 MELBOURNE VIC 3001

Telephone: 1300 780 808 Facsimile: (03) 96136399 Website: www.fos.org.au Email: <u>info@fos.org.au</u>

Yours faithfully



Dispute Resolution Officer